

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DXA4	Page 1 of 122
2. Contract No.		3. Solicitation No. W56HZV-05-R-0954		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2005NOV04	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM WARREN AMSTA-AQ-AHPD WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7) RETURN TO BUYER BLOCK 7, 8, OR 10		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in RETURN TO BUYER IN BLKS 7, 8 OR 10 until 01:00pm (hour) local time 2005DEC05 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name JOSEPH CASIMIRO E-mail address: CASIMIRJ@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586) 574-8227
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	86
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	23	X	J	List of Attachments	100
X	D	Packaging and Marking	42	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	46	X	K	Representations, Certifications, and Other Statements of Offerors	101
X	F	Deliveries or Performance	53				
X	G	Contract Administration Data	57	X	L	Instrs., Conds., and Notices to Offerors	109
X	H	Special Contract Requirements	59	X	M	Evaluation Factors for Award	121

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

Background:

The AGT 1500 engine was designed in 1965, and was expected to be the primary Abrams engine for approximately 30 years. In 1992 the Army stopped purchasing new engine and modules and began support of the fleet with overhauled engines. Although the AGT 1500 engine has served the Army well during the past years, there has not been a program of continuous improvements or technology upgrades. As a result, the reliability and durability of the AGT 1500 engine has been on a progressive decline as the overhauled engines have been repeatedly overhauled and used well beyond their intended life.

The TIGER program will build on previous program improvements and create a new Single Standard for overhauled engines. Currently the Return to Stock (RTS) engines and the SEP engines are overhauled to different standards. Under the TIGER program, AGT 1500 engines will be overhauled to one improved standard to reach the goal of a 1400 hour Mean Time Between Depot Returns (MTBDR).

Description of the Program:

The Total InteGrated Engine Revitalization (TIGER) program is an Army initiative to revitalize the AGT 1500 engine fleet which supports the Abrams Tank and derivative vehicles (M1A1 tank, M1A2 tank, SEP Tank, and the Heavy Assault Bridge (HAB)). The TIGER program will increase the reliability of the AGT 1500 engine by improving the overhaul processes to a near new engine standard, including durability based design improvements and will provide the support to ANAD for the overhaul of approximately 1060 each AGT 1500 engine equivalents per year. This approach will foster a long-term partnership between PM Combat Systems (Configuration Management), TACOM (Forecasting Oversight), Anniston Army Depot (Depot Facilities, Workforce, Warranty Support) and _____ (Technical Support, Overhaul process expertise, Demand Management, Supply Chain Management, Inventory Control and Field Service/Warranty Support). Under this contract, the contractor will provide:

- 1) the technical/quality assistance to improve the ANAD National Maintenance Work Requirements (NMWR) overhaul processes (including utilization of Six Sigma techniques and Lean processes);
- 2) the root cause corrective action analysis;
- 3) the new hardware required to meet the performance specification;
- 4) the kitting support/inventory management for both new and reclaimed items required to support the ANAD AGT 1500 Engine overhaul line; the field service/warranty shops; data collection and Technical Data Package maintenance

(A more complete description of the requirements are contained in Section C, and elsewhere in this document)

Metrics

The contractor will be challenged to exceed the expectations of the Government. Four metrics have been incorporated into the solicitation and the anticipated contract, with varying weights dependent on the period of performance. These metrics; Engine Durability & Fact Based Maintenance, Engine Availability, Engine Cost and Small Business Participation have been determined to be of key importance in determining the success of reaching the goals of the TIGER program.

(A more complete description is contained in Section H of this document)

*** END OF NARRATIVE A 001 ***

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

[illegible]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 3 of 122
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Name of Offeror or Contractor:

:
:

[End of Clause]

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-4888 (TACOM)	NOTICE OF ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2005

Effective 1 Jan 2005, contractors are required to use the On-line Representations and Certifications Application (ORCA). Use of ORCA will replace use of a large number of separate FAR certification provisions formerly appearing in TACOM solicitations. Contractors will complete and update the on-line provisions in ORCA (www.bpn.gov/orca) on at least a yearly basis. When submitting quotes/offers/bids in response to solicitations, contractors will attest that, at the time of their submissions, their ORCA records are current, accurate, and complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code for this solicitation). This is accomplished by completing the provision at FAR 52.204-8, Annual Representations and Certifications, included in this solicitation (in Section K if this is a Request For Proposals).

The NAICS code for this solicitation is 336992 and the small business size standard is 1000 employees.

[End of Provision]

A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUN/2005
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(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically. Please go to the following webpage for detailed information about submitting your offer electronically:
<http://contracting.tacom.army.mil/ebidnotice.htm>

Note Regarding Datafax:

(1) When using a datafax to transmit an offer, the datafax file cannot exceed 3.5 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing. The Internal TACOM addresses are:

(i) RFQ: The contract specialist e-mail address. This information can be found on the front of the cover sheet or the DD Form 1155.

(ii) RFP and Sealed Bidding: The Internal TACOM Address is offers@tacom.army.mil

(2) Authentication for datafax submission is verified by the offeror returned address.

(3) Send datafax to the e-mail address mentioned above, based on the type of solicitation. For RFQs, fax to the buyers fax number as listed in the solicitation. For RFPs and Sealed Biddings, fax to the TACOM Network Fax Server at fax number 1-586-574-5527.

(4) Additional information for Datafax Offers: Submission of Quote, Bid, or Offer may be sent via fax using a personal computer or a standalone fax machine. If either of these two methods of transmission is used, it must be sent to the TACOM Network Fax Server at fax number 1-586-574-5527. If a standalone fax machine is used, the possibility exists that a confirmation of receipt will not be received.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 4 of 122
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Name of Offeror or Contractor:

Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.sellingtothegovernment.net/index.asp> to find a location near you.

[End of Provision]

A-3	52.204-4232 (TACOM)	PUBLIC ACTIVITY INVOLVEMENT	DEC/2002
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Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

A-4	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

A-5	52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
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TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS												
0001	SECURITY CLASS: Unclassified												
0001AA	<p>PRODUCTION YEAR TRANSITION (PYT)</p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TIGER PRODUCTION ENG OVHL PRON: EH6Y1216EH PRON AMD: 01 AMS CD: 060014</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>001</td><td>0</td><td>29-DEC-2006</td></tr></table> <p>\$</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	29-DEC-2006	LO		\$
DLVR SCH		PERF COMPL											
REL CD	QUANTITY	DATE											
001	0	29-DEC-2006											
0002	SECURITY CLASS: Unclassified												
0002AA	<p>PROGRAM YEAR TRANSITION (PYT)</p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TIGER ACCESSORY GEARBOX OVHL PRON: EH6Y1217EH PRON AMD: 01 AMS CD: 060014</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>001</td><td>0</td><td>29-DEC-2006</td></tr></table> <p>\$</p>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	0	29-DEC-2006	LO		\$
DLVR SCH		PERF COMPL											
REL CD	QUANTITY	DATE											
001	0	29-DEC-2006											
0003	SECURITY CLASS: Unclassified												

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 6 of 122
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	<u>PROGRAM YEAR TRANSITION (PYT)</u> NOUN: TIGER REDUCTION GEARBOX OVHL PRON: EH6Y1218EH PRON AMD: 01 AMS CD: 060014 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 29-DEC-2006 \$		LO		\$ _____
0004	SECURITY CLASS: Unclassified				
0004AA	<u>PROGRAM YEAR TRANSITION (PYT)</u> CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TIGER EMFS OVHL PRON: EH6Y1222EH PRON AMD: 01 AMS CD: 060014 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 29-DEC-2006 \$		LO		\$ _____
0005	SECURITY CLASS: Unclassified				
0005AA	<u>PROGRAM YEAR TRANSITION (PYT)</u> CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TIGER FIELD SPARES PRON: EH6Y1219EH PRON AMD: 01 AMS CD: 060014		LO		\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED				
0008	SECURITY CLASS: Unclassified				
0008AA	<u>PROGRAM YEAR TRANSITION (PYT)</u> CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TIGER CONT. MANPOWER REPORT PRON: EH6Y1220EH PRON AMD: 01 AMS CD: 060014 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 29-DEC-2006 \$		LO		\$ _____
	The final value of this CLIN 0009AA will be determined by the Award Fee Board and will be adjusted correspondingly. NO PAYMENTS SHOULD BE INVOICED OR DEDUCTED FROM THIS CLIN UNTIL SUCH TIME AS THE ABOVE DETERMINATION HAS BEEN MADE ABOVE (End of narrative A001)				
0009	SECURITY CLASS: Unclassified				
0009AA	<u>PROGRAM YEAR TRANSITION (PYT)</u>				\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 9 of 122
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN CONTRACT TYPE: Fixed-Price-Award-Fee NOUN: TIGER AWARD FEE PRON: EH6Y1221EH PRON AMD: 01 AMS CD: 060014</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 29-DEC-2006</p> <p>\$</p>				
0010	SECURITY CLASS: Unclassified				
0010AA	<p><u>PROGRAM YEAR TRANSITION (PYT)</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TIGER EMOT LICENSING PRON: EH6Y1223EH PRON AMD: 01 AMS CD: 060014</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 29-DEC-2006</p> <p>\$</p> <p>THE FOLLOWING NARRATIVE APPLIES TO CLINS 0011AA THROUGH 0041AA, EXCEPT CLINS 0017AA, 0030AA AND 0040AA</p> <p>The quantity(s) stated for the Program CLINs noted above DO NOT Form a part of the basic contractual quantity. Each Program Year requirements may, however, be added to the contract by issuance of a bilateral modification at the discretion of the</p>		LO		\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 10 of 122
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Government.</p> <p>The failure of the offeror to insert unit prices applicable to each CLIN shall mean that the offeror will supply all or any part of these items at the basic contract (PYT)unit price and the offer will be evaluated for award accordingly.</p> <p>(End of narrative A001)</p>				
0011	SECURITY CLASS: Unclassified				
0011AA	<p><u>PRODUCTION YEAR 1 (PY1)</u></p> <p>NOUN: TIGER PRODUCTION ENG OVHL</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED</p>	1	LO		\$ _____
0012	SECURITY CLASS: Unclassified				
0012AA	<p><u>PRODUCTION YEAR 1 (PY1)</u></p> <p>NOUN: TIGER ACCESSORY GEARBOX OVHL</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED</p>	1	LO		\$ _____
0013	SECURITY CLASS: Unclassified				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 11 of 122
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AA	<u>PRODUCTION YEAR 1 (PY1)</u> NOUN: TIGER REDUCTION GEARBOX OVHL <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED	1	LO		\$ _____
0014	SECURITY CLASS: Unclassified				
0014AA	<u>PROGRAM YEAR 1 (PY1)</u> NOUN: TIGER OIL PUMP OVHL <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED	1	LO		\$ _____
0015	SECURITY CLASS: Unclassified				
0015AA	<u>PROGRAM YEAR 1 (PY1)</u> NOUN: TIGER EMFS OVHL <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	SECURITY CLASS: Unclassified				
0016AA	<u>PROGRAM YEAR 1 (PY1)</u> NOUN: TIGER FIELD SPARES <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED	1	LO		\$ _____
0017	SECURITY CLASS: Unclassified				
0017AA	<u>PROGRAM YEAR 1 (PY1)</u> NOUN: TIGER SYSTEMS TECH. SUPPORT BASED ON 5,500 HOURS PER YEAR. WORK DIRECTIVES WILL BE ISSUED BASED ON NEED. THIS IS A COST PLUS FIXED FEE CLIN (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u>		LO		\$ _____
0018	SECURITY CLASS: Unclassified				
0018AA	<u>PROGRAM YEAR 1 (PY1)</u>	1	LO	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: TIGER CONT. MANPOWER REPORT <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED The final value of this CLIN 0019AA will be determined by the Award Fee Board and will be adjusted correspondingly. NO PAYMENTS SHOULD BE INVOICED OR DEDUCTED FROM THIS CLIN UNTIL SUCH TIME AS THE ABOVE DETERMINATION HAS BEEN MADE ABOVE (End of narrative A001)				
0019	SECURITY CLASS: Unclassified				
0019AA	<u>PROGRAM YEAR 1 (PY1)</u> NOUN: TIGER AWARD FEE <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u>				\$ _____
0020	SECURITY CLASS: Unclassified				
0020AA	<u>PROGRAM YEAR 1 (PY1)</u> NOUN: TIGER EMOT LICENSING <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div>Deliveries or Performance</div><div>DLVR SCH<div><div>REL CD</div><div>001</div></div><div><div>QUANTITY</div><div>1</div></div><div><div>PERF COMPL DATE</div><div>UNDEFINITIZED</div></div></div></div>				
0021	SECURITY CLASS: Unclassified				
0021AA	<div><div>PRODUCTION YEAR 2 (PY2)</div><div>NOUN: TIGER PRODUCTION ENG OVHL</div><div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div>DLVR SCH<div><div>REL CD</div><div>001</div></div><div><div>QUANTITY</div><div>1</div></div><div><div>PERF COMPL DATE</div><div>UNDEFINITIZED</div></div></div></div>	1	LO		\$ _____
0022	SECURITY CLASS: Unclassified				
0022AA	<div><div>PRODUCTION YEAR 2 (PY2)</div><div>NOUN: TIGER ACCESSORY GEARBOX OVHL</div><div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div>DLVR SCH<div><div>REL CD</div><div>001</div></div><div><div>QUANTITY</div><div>1</div></div><div><div>PERF COMPL DATE</div><div>UNDEFINITIZED</div></div></div></div>	1	LO		\$ _____
0023	SECURITY CLASS: Unclassified				
0023AA	<div><div>PRODUCTION YEAR 2 (PY2)</div></div>	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: TIGER REDUCTION GEARBOX OVHL <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED				
0024	SECURITY CLASS: Unclassified				
0024AA	<u>PROGRAM YEAR 2 (PY2)</u> NOUN: TIGER OIL PUMP OVHL <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED	1	LO		\$ _____
0025	SECURITY CLASS: Unclassified				
0025AA	<u>PROGRAM YEAR 2 (PY2)</u> NOUN: TIGER EMFS OVHL <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED	1	LO		\$ _____
0026	SECURITY CLASS: Unclassified				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 16 of 122
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026AA	<p><u>PROGRAM YEAR 2 (PY2)</u></p> <p>NOUN: TIGER FIELD SPARES</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED</p>	1	LO		\$ _____
0027	SECURITY CLASS: Unclassified				
0027AA	<p><u>PROGRAM YEAR 2 (PY2)</u></p> <p>NOUN: TIGER SYSTEMS TECH. SUPPORT</p> <p>BASED ON 5,500 HOURS PER YEAR. WORK DIRECTIVES WILL BE ISSUED BASED ON NEED.</p> <p>THIS IS A COST PLUS FIXED FEE CLIN</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>		LO		\$ _____
0028	SECURITY CLASS: Unclassified				
0028AA	<p><u>PROGRAM YEAR 2 (PY2)</u></p> <p>NOUN: TIGER ENG DURABILITY TESTING</p>	1	LO		\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 17 of 122
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED				
0029	SECURITY CLASS: Unclassified				
0029AA	<u>PROGRAM YEAR 2 (PY2)</u> NOUN: TIGER CONT. MANPOWER REPORT <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED The final value of this CLIN 0030AA will be determined by the Award Fee Board and will be adjusted correspondingly. NO PAYMENTS SHOULD BE INVOICED OR DEDUCTED FROM THIS CLIN UNTIL SUCH TIME AS THE ABOVE DETERMINATION HAS BEEN MADE ABOVE (End of narrative A001)	1	LO	\$ _____	\$ _____
0030	SECURITY CLASS: Unclassified				
0030AA	<u>PROGRAM YEAR 2 (PY2)</u> NOUN: TIGER AWARD FEE <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Deliveries or Performance</u>				
0031	SECURITY CLASS: Unclassified				
0031AA	<u>PROGRAM YEAR 2 (PY2)</u> NOUN: TIGER EMOT LICENSING <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED	1	LO	\$ _____	\$ _____
0032	SECURITY CLASS: Unclassified				
0032AA	<u>PRODUCTION YEAR 3 (PY3)</u> NOUN: TIGER PRODUCTION ENG OVHL <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED	1	LO		\$ _____
0033	SECURITY CLASS: Unclassified				
0033AA	<u>PRODUCTION YEAR 3 (PY3)</u> NOUN: TIGER ACCESSORY GEARBOX OVHL	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED				
0034	SECURITY CLASS: Unclassified				
0034AA	<u>PRODUCTION YEAR 3 (PY3)</u> NOUN: TIGER REDUCTION GEARBOX OVHL <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED	1	LO		\$ _____
0035	SECURITY CLASS: Unclassified				
0035AA	<u>PROGRAM YEAR 3 (PY3)</u> NOUN: TIGER OIL PUMP OVHL <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED	1	LO		\$ _____
0036	SECURITY CLASS: Unclassified				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 20 of 122
--------------------	---	----------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036AA	<u>PROGRAM YEAR 3 (PY3)</u> NOUN: TIGER EMFS OVHL <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED	1	LO		\$ _____
0037	SECURITY CLASS: Unclassified				
0037AA	<u>PROGRAM YEAR 3 (PY3)</u> NOUN: TIGER FIELD SPARES <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED	1	LO		\$ _____
0038	SECURITY CLASS: Unclassified				
0038AA	<u>PROGRAM YEAR 3 (PY3)</u> NOUN: TIGER SYSTEMS TECH. SUPPORT BASED ON 5,500 HOURS PER YEAR. WORK DIRECTIVES WILL BE ISSUED BASED ON NEED. THIS IS A COST PLUS FIXED FEE CLIN (End of narrative B001)		LO		\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 21 of 122
--------------------	---	----------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u>				
0039	SECURITY CLASS: Unclassified				
0039AA	<u>PROGRAM YEAR 3 (PY3)</u> NOUN: TIGER CONT. MANPOWER REPORT <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED The final value of this CLIN 0019AA will be determined by the Award Fee Board and will be adjusted correspondingly. NO PAYMENTS SHOULD BE INVOICED OR DEDUCTED FROM THIS CLIN UNTIL SUCH TIME AS THE ABOVE DETERMINATION HAS BEEN MADE ABOVE (End of narrative A001)	1	LO	\$ _____	\$ _____
0040	SECURITY CLASS: Unclassified				
0040AA	<u>PROGRAM YEAR 3 (PY3)</u> NOUN: TIGER AWARD FEE <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	SECURITY CLASS: Unclassified				
0041AA	<div>PROGRAM YEAR 3 (PY3)</div> <div>NOUN: TIGER EMOT LICENSING</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div><div>DLVR SCH</div><div><div>REL CD</div><div>001</div></div><div><div>QUANTITY</div><div>1</div></div><div><div>PERF COMPL</div><div>DATE</div><div>UNDEFINITIZED</div></div></div>	1	LO	\$	\$

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 23 of 122
	PIIN/SIIN W56HZV-05-R-0954MOD/AMD	
Name of Offeror or Contractor:		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Total InteGrated Engine Revitalization (TIGER) Program SOW

SECTION B CLIN STRUCTURE

TIGER PRODUCTION (Program Year - Transition)		
CLIN 0001	TIGER Production Engine Overhaul	Basic Contract
CLIN 0002	TIGER Accessory Gearbox	Basic Contract
CLIN 0003	TIGER Reduction Gearbox	Basic Contract
CLIN 0004	TIGER EMFS	Basic Contract
CLIN 0005	FIELD Spare Support	Basic Contract
CLIN 0006	STS CLIN (1,500 hours)	Option
CLIN 0007	Contract Data Requirement List	All Years
CLIN 0008	Contractor Manpower Reporting (CMR)	Basic Contract
CLIN 0009	Award Fee	Basic Contract
CLIN 0010	eMOT Licensing Agreement	Basic Contract
TIGER PRODUCTION (Program Year 1)		
CLIN 0011	TIGER Production Engine Overhaul	Program Year 1
CLIN 0012	TIGER Accessory Gearbox	Program Year 1
CLIN 0013	TIGER Reduction Gearbox	Program Year 1
CLIN 0014	TIGER Oil Pump	Program Year 1
CLIN 0015	TIGER EMFS	Program Year 1
CLIN 0016	FIELD Spare Support	Program Year 1
CLIN 0017	STS CLIN (5500 hours)	Option
CLIN 0018	Contractor Manpower Reporting (CMR)	Program Year 1
CLIN 0019	Award Fee	Program Year 1
CLIN 0020	eMOT Licensing Agreement	Program Year 1
TIGER PRODUCTION (Program Year 2)		
CLIN 0021	TIGER Production Engine Overhaul	Program Year 2
CLIN 0022	-- TIGER Accessory Gearbox	Program Year 2
CLIN 0023	-- TIGER Reduction Gearbox	Program Year 2
CLIN 0024	-- TIGER Oil Pump	Program Year 2
CLIN 0025	-- TIGER EMFS	Program Year 2
CLIN 0026	FIELD Spare Support	Program Year 2
CLIN 0027	STS CLIN (5500 hours)	Option
CLIN 0028	TIGER Engine Durability Test	Program Year 2
CLIN 0029	-- Contractor Manpower Reporting (CMR)	Program Year 2
CLIN 0030	-- Award Fee	Program Year 2
CLIN 0031	eMOT Licensing Agreement	Program Year 2
TIGER PRODUCTION (Program Year 3)		
CLIN 0032	TIGER Production Engine Overhaul	Program Year 3
CLIN 0033	-- TIGER Accessory Gearbox	Program Year 3
CLIN 0034	-- TIGER Reduction Gearbox	Program Year 3
CLIN 0035	-- TIGER Oil Pump	Program Year 3
CLIN 0036	-- TIGER EMFS	Program Year 3
CLIN 0037	FIELD Spare Support	Program Year 3
CLIN 0038	STS CLIN (5500 hours)	Option
CLIN 0039	Contractor Manpower Reporting (CMR)	Program Year 3
CLIN 0040	-- Award Fee	Program Year 3
CLIN 0041	eMOT Licensing Agreement	Program Year 3

SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. Total InteGrated Engine Revitalization (TIGER) Program

C.1.1. The Total InteGrated Engine Revitalization (TIGER) program is an integrated lifecycle management approach that will improve the readiness and reduce the lifecycle costs of the AGT1500 engine. This program will foster a long-term relationship between Program Manager Combat Systems (PM-CS) (Overall Program Lead, Configuration Management, Funding Durability Design Improvements), Tank-automotive

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 24 of 122
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Name of Offeror or Contractor:

& Armaments Command (TACOM), (Forecasting Oversight, Tactical Field Support), Anniston Army Depot (ANAD) (Depot Facilities, Workforce, Engine Return Support) and Honeywell International (Contractor Technical Support, Overhaul process improvements , Data Collection, Engine Health Diagnostics & Prognostics, Demand, Supply Chain and Material Management, New Hardware and Field Service/Engine Return Support).

C.1.2 This performance based contract will be executed over four program years. (1 base year with 3 program years described below). The cost schedule, performance and risk will be evaluated by the Government 90 days prior to the beginning of each program year, starting with PY3. The process and criteria will be specified by the Government in the Award Evaluation Plan to be issued for the next program period at time of evaluation of base period. The Government will decide each year whether to exercise its program for continued Contractor support, and the extent of any adjustment to the Contractors fee (if any) in accordance with the award fee provision in Section H. If the Government elects not to exercise its program, the Contractor shall ensure a seamless transition of all activities required to support engine production and field support to the Government within 90 days after the end of the current program year, in accordance with the contract exit plan to communicate methodology and approach contained in the approved Integrated Master Plan (IMP).

Period of Performance	Date	Milestone Reviews	Transition Period
(14 months)	1 Dec 2005 31 Dec 2006	September 2006PY 1 (24 months)	1 Jan 2006 31 Dec
2007	September 2007PY 2 (24 months)	1 Jan 2007 31 Dec 2008	Se
ptember 2008 PY 3 (24 months)	1 Jan 2008 31 Dec 2009		September 2009

C.1.3 The following paragraphs describe the CLINS and how they relate to the performance work statement.

CLIN 0001 Support to TIGER Engine Overhaul For the transition year, the Contractor shall provide the Non-Government Furnished Material (Non-GFM) parts as specified in the demand model to support 1000 hour MTBDR (November 2005 through December 2006), and Non-Recurring Engineering (NRE) to support ANAD Overhaul production and engineering services (November 2005 through February 2006).

CLIN 0002 Support to TIGER Accessory Gearbox (AGB) For the transition year, the Contractor shall provide the Non GFM parts as specified in the demand model to support 1000 hour MTBDR (November 2005 through December 2006).

CLIN 0003 Support to TIGER Reduction Gearbox (RGB) For the transition year, the Contractor shall provide the Non GFM parts as specified in the demand model to support 1000 hour MTBDR (November 2005 through December 2006).

CLIN 0004 Support to TIGER EMFS For the transition year, the Contractor shall provide the Non GFM parts as specified in the demand model to support 1000 hour MTBDR (November 2005 through December 2006).

CLIN 0005 Field Spare Support This includes the Non GFM required hardware to support field requirements for TIGER engines (November 2005 through December 2006).

CLIN 0006 System Technical Support (Cost Plus Fixed Fee) To provide 1,500 hours of technical support as described in paragraph C.11 (November 2005 through February 2006 (4 months)).

CLIN 0007 Contract Data Requirement Lists

CLIN 0008 Contractor Manpower Reporting (CMR) Support for TY 1 (14 months)

CLIN 0009 Award Fee Support for TY 1 (10 months) (Nov 05 thru Aug 06)

CLIN 0010 Electronic Manufacturing Operations & Tooling (eMOT) Licensing Agreement- To provide a license to utilize the eMOTs at ANAD to support the TIGER transition period.

CLIN 0011 Support to TIGER Engine Overhaul (PY1) The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR engines, for delivery from January 2007 through May 2007. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2007 through May 2008, whose lead-times do not allow them to be ordered as part of the Program Year 2. The long lead parts will be delivered between June 2007 and December 2007. Non-Recurring Engineering (NRE) support for ANAD Overhaul production and engineering services for 15 months (March 2006 thru May 2007) will also be included.

CLIN 0012 TIGER Accessory Gearbox (AGB) The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR configuration, for delivery from January 2007 through May 2007. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2007 through May 2008, whose lead-times do not allow them to be ordered as part of the Program Year 2.

CLIN 0013 TIGER Reduction Gearbox (RGB) The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR configuration, for delivery from January 2007 through May 2007. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2007 through May 2008, whose lead-times do not allow them to be ordered as part of the Program Year 2.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 25 of 122
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Name of Offeror or Contractor:

- CLIN 0014 TIGER OIL Pump The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR configuration, for delivery from January 2007 through May 2007. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2007 through May 2008, whose lead-times do not allow them to be ordered as part of the Program Year 2.
- CLIN 0015 TIGER EMFS The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR configuration, for delivery from January 2007 through May 2007. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2007 through May 2008, whose lead-times do not allow them to be ordered as part of the Program Year 2.
- CLIN 0016 Field Spare Parts This includes the required hardware to support field requirements for TIGER engines January 2007 through May 2007.
- CLIN 0017 System Technical Support (STS) (Cost Plus) To provide 5,500 hours of technical support as described in paragraph C.11. (March 2006 through May 2007 (15 months))
- CLIN 0018 Contractor Manpower Reporting (CMR) Support for PY 1 (15 months)
- CLIN 0019 Award Fee Support for PY1 for 18 months (Mar 06 thru Aug 07)
- CLIN 0020 Electronic Manufacturing Operations & Tooling (eMOT) Licensing Agreement- To provide a license to utilize the eMOTs to support PY1 production.
- CLIN 0021 Support to TIGER Engine Overhaul (PY2) The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR engines, for delivery from June 2007 through May 2008. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2008 through May 2009, whose lead-times do not allow them to be ordered as part of the Program Year 3. The long lead parts will be delivered between June 2008 and December 2008. Non-Recurring Engineering (NRE) support for ANAD Overhaul production and engineering services for 12 months (June 2007 thru May 2008) will also be included.
- CLIN 0022 TIGER Accessory Gearbox (AGB) The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR configuration, for delivery from June 2007 through May 2008. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2008 through May 2009, whose lead-times do not allow them to be ordered as part of the Program Year 3.
- CLIN 0023 TIGER Reduction Gearbox (RGB) The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR configuration, for delivery from January 2007 through May 2008. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2008 through May 2009, whose lead-times do not allow them to be ordered as part of the Program Year 3.
- CLIN 0024 TIGER OIL Pump The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR configuration, for delivery from January 2007 through May 2008. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2008 through May 2009, whose lead-times do not allow them to be ordered as part of the Program Year 3.
- CLIN 0025 TIGER EMFS The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR configuration, for delivery from January 2007 through May 2008. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2008 through May 2009, whose lead-times do not allow them to be ordered as part of the Program Year 3.
- CLIN 0026 Field Spare Parts This includes the required hardware to support field requirements for TIGER engines from June 2007 through May 2008.
- CLIN 0027 System Technical Support (Cost Plus) To provide 5,500 hours of technical support as described in paragraph C.11 (June 2007 through May 2008 (12 months)).
- CLIN 0028 TIGER Engine Durability Testing To conduct and evaluate testing (Sep 07 through Mar 2009)
- CLIN 0029 Contractor Manpower Reporting (CMR) Support for PY 2 (12 months)
- CLIN 0030 Award Fee Support for PY2 (12 months)
- CLIN 0031 Electronic Manufacturing Operations & Tooling (eMOT) Licensing Agreement- To provide a license to utilize the eMOTs to support PY2 production.
- CLIN 0032 Support to TIGER Engine Overhaul (PY3) The Contractor will provide all of the parts, as specified in the demand model in

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 26 of 122
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Name of Offeror or Contractor:

support of the 1400 hour MTBDR engines, for delivery from June 2008 through May 2009. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2009 through May 2010, whose lead-times do not allow them to be ordered as part of the sustainment follow-on contract. The long lead parts will be delivered between June 2009 and December 2009. Non-Recurring Engineering (NRE) support for ANAD Overhaul production and engineering services for 12 months (June 2008 thru May 2009) will also be included.

CLIN 0033 TIGER Accessory Gearbox (AGB) The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR configuration, for delivery from June 2008 through May 2009. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2009 through May 2010, whose lead-times do not allow them to be ordered as part of the sustainment follow-on contract.

CLIN 0034 TIGER Reduction Gearbox (RGB) The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR configuration, for delivery from January 2008 through May 2009. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2009 through May 2010, whose lead-times do not allow them to be ordered as part of the sustainment follow-on contract. Non-Recurring Engineering (NRE) support for ANAD Overhaul production and engineering services for 12 months will also be included.

CLIN 0035 TIGER OIL Pump The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR configuration, for delivery from January 2008 through May 2009. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2009 through May 2010, whose lead-times do not allow them to be ordered as part of the sustainment follow-on contract.

CLIN 0036 TIGER EMFS The Contractor will provide all of the parts, as specified in the demand model in support of the 1400 hour MTBDR configuration, for delivery from January 2008 through May 2009. In addition, the Contractor will order those parts as needed to support 1400 hour MTBDR production from June 2009 through May 2010, whose lead-times do not allow them to be ordered as part of the sustainment follow-on contract.

CLIN 0037 Field Spare Parts This includes the required hardware to support field requirements for TIGER engines from June 2008 through May 2009.

CLIN 0038 System Technical Support (Cost Plus) To provide 5,500 hours of technical support as described in paragraph C.11. (June 2008 through May 2009 (12 months)).

CLIN 0039 Contractor Manpower Reporting (CMR) Support for PY3 (12 months)

CLIN 0040 Award Fee Support for PY3 (12 months)

CLIN 0041 Electronic Manufacturing Operations & Tooling (eMOT) Licensing Agreement- To provide a license to utilize the eMOTs to support PY3 production.

C.2 PERFORMANCE WORK STATEMENT

C.2.1. The Contractor shall provide an integrated approach to provide the hardware, material parts and services to enable ANAD to deliver overhauled and repaired engines to a single performance standard in accordance with the production kit delivery schedule dated XXXX, Attachment X. All delivered engines shall meet the performance requirements of AlliedSignal/Honeywell Fabrication Specification 91547-E2180, Revision H, dated 13 August 1999, as determined by the conduct of the overhaul engine test defined in the Engine Test Procedure (ETP) 21500DECU, Revision J, dated 17 Dec 2004. The Government will provide the incoming unserviceable assets.

C.2.2 The Contractor shall use the principles of lean/six sigma to exercise the requisite planning, direction and control over the TIGER program to successfully accomplish performance requirements for each of the following program elements:

- a. TIGER Program Management and Integration
- b. Integrated Supply Chain Management (Demand, Supply Chain, Material)
- c. Overhaul Process Improvements at ANAD
- d. Field Support
- e. Data Collection and Fact Based Maintenance
- f. Durability Design Improvements

C.3. PERFORMANCE INCENTIVE METRICS AND GOALS

C.3.1. Performance Incentive Metrics

C.3.1.1. The Contractors performance shall be measured by the following metrics in meeting its responsibility for the overall management and integration of the TIGER program requirements. The four metrics are Engine Availability, Durability, Cost and Small Business

Name of Offeror or Contractor:

Participation. TIGER milestone reviews will be conducted annually to determine the award fee and award term as described in Section H.

C.3.1.2. Engine Availability

C.3.1.2.1. The Contractor shall ensure AGT1500 engine availability by providing the "right parts at the right place at the right time" to ANAD. The Contractor shall provide integrated supply chain management processes to provide all the engine hardware to the ANAD workstations on time to the production kit delivery schedule. The percentage of kits and spares delivered within customer demand shall achieve at least 95% by end of PY3.

C.3.1.3. Engine Durability

C.3.1.3.1.The Contractor shall increase the durability of the TIGER AGT1500 engines overhauled at ANAD by end of PY04 to achieve at least 1400 hours mean time between depot return (MTBDR). Achievement of the 1400 MTBDR requirement will be measured by:

C.3.1.3.1.1. Successful completion of one 361 hour lab test per the test procedure at Attachment Y, and.

C.3.1.3.1.2. Field data that supports an acceptable MTBDR value as noted in the durability section of the Award Fee metric. The Field data collected for the total TIGER fleet of engines at FSE supported sites will be adjusted for depot returns for no fault found.

C.3.1.3.1.3. In order to verify that the TIGER program has achieved its initial durability improvements a 1400 hour (4) vehicle test will be conducted in accordance with the TIGER Engine Durability test plan, attachment XX. Each vehicle will be operated until its engine experiences an engine durability failure. The Contractor must demonstrate the 1400 hour average value or a minimum of 1200 hours MTBDR with supporting analysis that future fixes will result in 1400 hours MTBDR.

C.3.1.4. Cost

C.3.1.4.1. The Contractor will provide a 1400 hour sustainment Bill Of Material (BOM), by the end of PY 3 that yields an average material cost to the Government of \$229K (2005 CY\$) or less for engines returning after initial TIGER 1400 hour MTBDR upgrade by end of PY3.

C.3.1.5. Small Business

C.3.1.5.1. The contractor shall utilize small businesses in the performance of the TIGER program. The percentage of the total value of the subcontracting dollars available for outside purchases awarded to small businesses shall be at least 40% by PY3.

C.3.2. TIGER Team Goals:

C.3.2.1. The Contractor will work to achieve the goals described below which will be reviewed in an IPT environment with the Government and Contractor. The goals will be used to monitor the contractors TIGER program performance in the quarterly reviews.

C.3.2.2. TIGER Model Management Team Goals

C.3.2.2.1. The following goals will be used to monitor the Contractors overall management performance. The team shall direct the TIGER production teams to achieve:

- a. On-time engine delivery (depot and field)
- b. An affordable AGT1500 sustainment process
- c. A 1400 hour engine MTBDR
- d. Engine operational fleet data to support fact based maintenance
- e. Enhanced Field Repair processes

C.3.2.3. TIGER Integrated Supply Chain Team (Demand, Supply Chain, and Material) Goals The following goals will be used to monitor the Contractors management of integrated supply chain performance excluding failures caused by GFM and outside of Contractors control:

C.3.2.3.1. On-time to demand=Percentage of kits and spares delivered within customer demand	PY Trans	PY 1	PY2	PY3	
Parts Fill Rate (on time to plan)	>90%	>93%	>94%	>9	5%

C.3.2.3.2.Single standard engine=Percentage of engines that deviated from a standard Bill of Material (BOM) due to parts shortages and substitutions. (Rob back, reuse vs. new or reclaimed)	PY Trans	PY 1	PY 2	PY 3	
Engines with Waivers	<15%	<10%	<5%	<	

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p style="text-align: center;">Page 28 of 122</p>
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Name of Offeror or Contractor:

1%

C.3.2.3.3. The contractor shall work towards increasing the Small Business Subcontracting program goals for the TIGER program. The contractor shall pursue a Mentor Prot\ 'e9g\ 'e9 Program in an effort to increase the Service-Disabled Veteran-owned and HUBZone businesses participation on the program. The contractor shall work with the Army Small Business Office to increase the SDVO and HUBZone potential candidates.

C.3.2.4. TIGER Overhaul Team Goals - The following goals will be used to monitor the Contractors performance in meeting Overhaul Process requirements.

C.3.2.4.1. Assist ANAD in the implementation of approved TIGER Lean/Six Sigma Projects.

C.3.2.4.2. Improve the current First Pass Yield (FPY) of engines subjected to the Acceptance Test Procedure (ATP) at ANADs engine test to 70% by the end of PY1 and 85% by the end of PY3.

C.3.2.4.3. Achieve a work station standardization utilizing electronic work instructions (eMOTs) starting 30 DAC (phase-in process) to be completed 12 months after contract award.

C.3.2.5. TIGER Field Support Goals - The following goals will be used to monitor the Contractors TIGER Field Support performance at the designated repair site locations with TIGER FSEs:

C.3.2.5.1. Decrease the No Evidence of Failure (NEOF) return of engines to the depot from TIGER Field Repair Site Locations to less than 3% by end of PY1.

C.3.2.5.2. Reduce the 48 hour average repair Turn-Around Time (TAT) from the TIGER Field Repair Sites back to the user by the end of PY3.

C.3.2.6. TIGER Fact Based Maintenance Team Goals - The following goals will be used to monitor the Contractors Fact Based Maintenance performance.

C.3.2.6.1. Temporary database operational four (4) months after contract award. Web-based data collection system online four (4) months after contract award.

C.3.2.6.2. MTBDR Reporting Available six (6) months after contract award.

C.3.2.6.3. Long-term database accessible to authorized users via the Internet 20 months after contract award.

C.3.2.7. TIGER Durability Team Goals - The following goals will be used to monitor the Contractors Durability Team performance:

C.3.2.7.1. Establish a current MTBDR baseline

C.3.2.7.2. Support Test of four (4) TIGER engines in vehicles to OPTEMPO starting PY2

C.3.2.7.3. Establish TIGER MTBDR> 1400 hours by PY3 supported by Field data

C.3.2.7.4. Establish processes to identify, develop, validate and implement durability improvements

C.4. PROGRAM MANAGEMENT AND INTEGRATION

C.4.1. Reviews:

The Contractor shall support and/or conduct the necessary meetings and reviews required to effectively manage the contract efforts in an IPT environment with the Government. Such efforts include supporting (or conducting when appropriate) Contractor Customer Satisfaction Board (CSB) meetings as required, bi-monthly Program Management Status Reviews via teleconference, monthly Supply, Inventory, Operating Plan (SIOP) meeting, and quarterly In-Process Reviews (IPRs). The Contractor shall host quarterly IPRs at ANAD or Phoenix. The Contractor will set up and coordinate meetings for PMO. The Contractor shall prepare the minutes of each IPR, capturing all action items assigned during the meeting. The minutes shall be furnished to the COR within 15 days after the IPR in Contractors format.

C.4.2 Integrated Master Plan:

C.4.2.1 The Contractor shall maintain and update IMP quarterly and any changes briefed at the IPR. Updates will be downloaded documents into Governments TIGER website.

C.4.2.2 The Contractor will conduct a monthly SIOP (Supply, Inventory, and Operations Planning) review with the Government on location (Phoenix or Anniston) or via teleconference. The goal for the SIOP review is to provide the TIGER teams the status of the integrated supply chain and to forecast requirements in support of the TIGER Production Schedule. The information to be reviewed shall consist at

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p align="center">Page 29 of 122</p>
---	--	---

Name of Offeror or Contractor:

a minimum of the following.

\ 'b7	Production Schedule: Requirements, gaps and recovery plans
\ 'b7	Parts Demand: Depot and Field orders, Government Furnished Material (GFM) (new and reclaim), Contractor material (new)
\ 'b7	Transition Plan: GFM drawdown status, gap analysis
\ 'b7	Bill of Material: Durability and Depot Overhaul Factor (DOF) changes
\ 'b7	Inventory Metrics: Days of Supply (DOS) and Fill-Rate
\ 'b7	Quality: Impact and corrective action of defects
\ 'b7	ANAD capacity and capability status

C.4.2.3 Monthly attendance for the SIOP will consist of at least one member from TACOM, PM, ANAD and the Contractor. The Government shall identify Government representatives to attend the SIOP, with one representative being a mandatory participant. The Government may delegate their representation. The outcome of the SIOP will, at minimum, consist of notification of DOF changes, request for contract modifications and recommendations for durability improvements and updates to the demand forecast. Following each SIOP meeting, official minutes (including the new Production Schedule and Rolling Action Item List (RAIL)) will be produced and provided to all SIOP members.

C.4.2.4. The IMP shall contain the exit plan methodology and processes in the event that the Government elects not to exercise a program period.

C.4.3 Integrated Master Schedule:

C.4.3.1. The Contractor shall maintain the Integrated Master Schedule (IMS) that defines the time phasing of Level 1 and 2 program tasks, events, milestones and their interdependencies. The IMS shall be used to assess program status and conduct schedule planning, critical path and risk assessments. The IMS shall be updated on a monthly basis to accurately reflect the established development plan and status. Level 1 contract changes will be submitted to the Government for their approval.

C.5. CONFIGURATION CONTROL

C.5.1 Product Manager Combat Systems has configuration control of the AGT1500 Engine Technical Data Package (with the exception of proprietary data) for changes to the AlliedSignal/Honeywell Fabrication Specification 91547-E2180, Revision H, dated 13 August 1999, and Engine Test Procedure (ETP) 21500DECU, Revision J, dated 17 Dec 2004 (reference C.2.1 for document).

C.5.2. Configuration Management

C.5.2.1. The Contractor shall utilize their Customer Satisfaction Board Process (Contractor Procedure 12M-1) to make configuration control changes. The Government shall be a voting member and a part of the official quorum for the Contractors CSB, delegating their responsibility at their discretion. The Governments official recommendations will be included in the minutes of the CSB meeting so that this position is formally documented throughout the process. Following each CSB meeting, official minutes will be produced and provided to all CSB members including the Government representative.

C.5.2.2 Projects approved during the CSB shall be documented and a formal request for Government approval of all Class 1 Engineering Change Proposals (ECPs) resulting after CSB3 will be made. All Class 1 ECPs that alter the engine Bill of Material must be cleared by the CSB3 gate exit review prior to submission to the Government. Approved implementation documentation will be obtained for CSB3. After approval of the CSB3 gate exit, any changes may be incorporated into the TIGER Block Upgrade. Gate 4 revisits the solution to ensure effective implementation. Class I and Class II ECPs will be provided to TACOM via their ACMS on-line system and a quarterly listing of changes to ACMS shall be provided to TACOM (may be satisfied by automatic distribution via ACMS).

C.5.3. Changes (Change Requests/Drawing Revision Notices (CR/DRNs), Waivers, Deviations) to the AGT1500 Technical Data Package (TDP)

C.5.3.1 The Government shall be notified of all changes made by the Contractor (electronic copy) utilizing the Contractors approved Configuration Management system. Any Deviations, Waivers or ECPs that affect Electric Magnetic Interface (EMI) or Nuclear Hardening capabilities will be processed as a Class I ECP. All Class II design changes will be submitted per the Contractors format.

C.5.4. AGT1500 Technical Data Package (TDP) Changes.

C.5.4.1. The Contractor shall update the TDP resident on TACOMs Automated Configuration Management System with all changes (including the Contractor sources), except for any proprietary information, utilized under the TIGER program. Information shall not be added to TDP that degrades the Governments ability to competitively procure parts in the future, without the Governments approval.

C.5.4.2. The Contractor shall update the TDP drawings, Quality Assurance Requirements and specifications, when changes are introduced into the TIGER program.

C.5.4.3. The Contractor shall analyze all design changes to determine the impact on the logistic support functions/products. Logistic impacts shall be documented with the change on the logistics impact summary form or contractor format.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 30 of 122
---------------------------	--	-----------------------

Name of Offeror or Contractor:

C.5.4.4. Any Class I ECPs to the AGT1500 engine BOM, major waivers or major deviations require Government approval prior to incorporation and/or implementation. The Government will receive a notification copy of all Class 2 ECPs prior to their incorporation. The Government will receive the released engineering change documentation of all Class 2 ECPs (Engineering Release Record (ERR) within 30 days of the internal CR/DRN release.

C.5.4.5. Software changes approved by the CSB to the Digital Electronic Control Units (DECU) by the Contractor shall be compatible with all previous U.S. tank hardware and U.S. vehicle operating software configurations.

C.5.4.6. The Contractor shall maintain the Configuration Management Specification of the Government Technical Data Package (TDP), drawings, Quality Assurance Requirements (QARs) and specifications. This will include a yearly reconciliation of the Government TDP/NMWR/-20 Manual for any changes made to the AGT1500 engine during the year.

C.5.4.7. The Contractor shall process all changes to the TDP in accordance with the Contractors approved configuration management procedures. This information will be furnished in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (CDRL) A001, (DD Form 1423).

C.6 INTEGRATED SUPPLY CHAIN MANAGEMENT

C.6.1 The Contractor shall execute an integrated supply chain process that provides delivery of kits to the ANAD assembly floor on time to support the detailed ANAD production schedule. In addition, the Contractor shall support world wide tactical field demands, and provide all parts required to support the TIGER field sites. The Contractor will conduct an expanded SIOP, four (4) months before program renewal to determine go forward order policy for critical purchased parts.~ Purchased parts will be identified by both the customer and Contractor based on factors such as Lead-Time, quality, delivery and agreed upon criteria.

C.6.2. The Integrated Supply Chain Management function comprises the following activities:

C.6.2.1. The forecasting of material requirements to assure that the optimal order quantities are placed within required lead-times.

C.6.2.2. Procurement and supply chain management to assure that quality parts are delivered on time to the ANAD warehouse

C.6.2.3. Inventory control to assure total parts tracking and visibility from time of order placement through kit delivery.

C.6.2.4. Parts Kitting to assure that the correct part kits are available at the required time at each assembly station.

C.6.3. Demand management and material forecasting:

C.6.3.1. The Contractor shall forecast worldwide demand for AGT1500 part requirements based on the following data from the Government:

1. Engine production schedule, Attachment x
2. Approved GFM Transition Plan, Attachment x
3. Tactical Field Support Assumptions Attachment x
4. Field usage requirements

C.6.3.2. The Contractor shall maintain a current list of piece parts and components on the AGT1500 engine including supplier part numbers, National Stock Numbers, DOF and Ordnance numbers, qualified sources of supply, contract price and projected lead-times. The Government will have unlimited rights to this information, except where the Contractor has marked the data with a limited data rights legend or Contractor Confidential or Proprietary legends. The list shall be kept current and the latest version shall be available electronically to the Government via a flat file, upon request, to the Government TIGER website.

C.6.3.3. The Contractor will analyze trends, incorporate durability improvements, status demand requirements to adjust usage rates and incorporate the data into the Kit process sheets. Changes to usage rates will be reviewed with ANAD Repair Management, TACOM, and PM-CS at SIOP meetings and will include supporting justification prior to incorporation. The Contractor shall make adjustments to the usage rates within the Contractor provided BOM. If the aggregate change of the usage rates, within a six (6) month period, affecting the total cost of the Contractor provided BOM changes by 3% in either direction from the basis in the current program year agreement, the Contractor will notify the PCO to negotiate an equitable adjustment.

C.6.4. Government Furnished Material:

C.6.4.1. The Contractor shall draw parts from the Governments inventory prior to procuring new parts. Although the Contractor is not responsible for the performance, quality or delivery of GFM under this contract, it shall provide technical/management support and recommend plans to assist the Government in mitigating any negative impact on engine delivery or durability. Such assistance shall include tracking of GFM stock against the GFM transition plan (Attachment x), Contractor deliveries to ANAD and reporting test or field failures.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p style="text-align: center;">Page 31 of 122</p>
--	--	--

Name of Offeror or Contractor:

C.6.4.2. GFM determined to be non-conforming after receipt in TIGER Warehouse will be documented utilizing the Governments standard Product Quality Deficiency Reporting (PQDR) process. A copy of the rejection document will be forwarded to TACOM for disposition. The non-conforming material shall be delivered to the Contractors on-site Kitting facility for Government disposition or root cause corrective action (RCCA). Any non-conforming GFM hardware will be reworked or replaced at the Governments expense.

C.6.4.3 GFM inventory will be stocked at the individual part level in the TIGER warehouse located in ANAD Bldg 136. Existing GFM kits will also be broken down to the individual part level and stocked on a line item basis using the Contractors inventory management system for maintenance of inventory records.

C.6.5. Contractor supplied material and supply chain management:

C.6.5.1. The Contractor is responsible for Supply Chain Management of all Contractor supplied material. The Contractor shall provide all of the new component material required to support the repair and overhaul of the ANAD AGT1500 engine overhaul line after consumption of GFM. The Contractor will control and maintain the qualification of the suppliers, and the acceptance inspection of all parts, as well as the on time delivery of the Contractor supplied parts. Parts delivered to ANAD and accepted by the Government shall be failure free through the Acceptance Test of the engine or delivery to field. Any Contractor furnished part found to be defective after delivery to ANAD, shall be reworked or replaced by the Contractor at no additional cost; unless defective due to ANAD workmanship error.

C.6.5.2. Contractor supplied parts rejected at ANAD assembly will be returned to the TIGER Kitting facility for replacement. All nonconforming Contractor procured TIGER parts will be dispositioned utilizing the existing Contractor Material Review Board (MRB) process

C.6.5.3. Test Support Hardware and Safety Stock: The Contractor shall provide all Contractor Furnished Material (CFM) necessary to complete satisfactory TIGER AGT1500 engine acceptance testing, control test hardware and 60 days of inventory.

C.6.6. Reclaimed Parts:

C.6.6.1. The Contractor will develop a mutually agreed-upon process and schedule for the delivery of the ANAD reclaimed condition Code A parts to the TIGER Kitting facility to ensure on-time delivery of the kits to the ANAD AGT1500 Engine Overhaul line. The Government will be solely responsible for performing the reclamation process, including moving, identifying and providing the status of the parts during this process and delivering the inspected condition A reclaimed hardware to the warehouse.

C.6.7. Inventory Management:

C.6.7.1. The Contractor will provide inventory management services to include receiving, stocking, issuing, and maintaining inventory accuracy of all parts in the Kitting facility. The Contractor shall utilize a Government approved Government Property Control system at ANAD for the TIGER Program.

C.6.7.2. The Contractor will provide an automated inventory management system for recording, and reporting on the Kitting facility. The Contractor will monitor trend data for all parts routed through the reclamation process. This includes fall-out information and inventory levels of work in process (WIP) to support the current engine production schedule. The Government will be responsible for physically tracking the status of these parts in the back shop areas, collecting data and moving them to the various areas as specified on the reclamation process routing.

C.6.7.3. The Contractor and its subcontractors are authorized to commingle material produced, purchased, or otherwise furnished by the Contractor under this Contract and other materials provided by the Government as GFM to this contract. For the purpose of this provision, the same part manufactured to different revision levels may be commingled, unless the parts are specifically designated as obsolete by TDP revision.

C.6.8. Parts Kitting and Warehousing

C.6.8.1. The Government will provide the Contractor space for the TIGER Kitting facility and TIGER Warehouse within Building 133 and 136 at ANAD. The Contractor agrees to abide by the terms and conditions of the Government Inter-service Support Agreement (ISSA), similar to PROSE ISSA document, between Abrams Tank System and Anniston Army Depot for this ANAD facility space.

C.6.8.2 The Contractor will flow all new and reclaimed (Condition Code A) material through the Inventory Management System (IVMS) utilized in the TIGER warehouse at ANAD (Buildings 136/133) and delineate source of supply (TACOM vs. ANAD vs. Contractor). The material will be moved to the TIGER warehouse/kitting facility at Contractor's direction. The Contractor will provide a flat file of incoming material on a monthly basis from the IVMS which delineates between TACOM, ANAD or the Contractor as the source of supply. The USG will be responsible for loading any new GFM inventory data into the Government inventory record utilizing the Contractor provided report. The Contractor will provide a monthly material delivery report summarizing the quantities of parts by NSN delivered to the ANAD workstations. The report shall delineate the parts into the following categories:

C.6.8.2.1 Daily pick sheets by kit for programs supported (e.g. Engine, RGB, AGB, Oil Pump, and EMFS)

C.6.8.2.2 Monthly number of 1000 hour BOM engines and 1400 hour BOM engines supported

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p style="text-align: center;">Page 32 of 122</p>
--	--	--

Name of Offeror or Contractor:

C.6.8.2.3. Source of Condition Code A material (e.g. GFM from ISA/ASRS, TACOM, DLA, Contractor and GFM reclaim)

C.6.9. TIGER Field Repair Sites Inventory:

C.6.9.1. The Contractor shall provide the new hardware required to support the TIGER Field Repair Sites. The Contractor shall control and replenish the repair parts inventory through an established process. The inventory may be co-located at the Field Repair Site or remotely located with easy access. The Government provided storage areas must be securable by the Contractor to prevent uncontrolled access to the TIGER repair parts inventory. The Contractor shall also be responsible for shipping new or reclaimed hardware to the TIGER Field Repair Site.

C.6.10. Field Support Inventory:

C.6.10.1. The Contractor shall provide hardware in support of tactical field requisitions in accordance with the assumption in Attachment x. The Contractor shall monitor and maintain inventory field safety stock levels of hardware to support the Government requirements as viewed through the Government supply Internet portal. Field Safety Stock levels shall be managed during the monthly SIOP to maintain support of three (3) months Average Monthly Demand. This detail hardware shall be packaged in a unit pack quantity of one by the Contractor for shipment to the field per Attachment X in accordance with standard commercial packaging. Line Replaceable Units (LRUs) shall be packaged by ANAD in Government furnished containers. The Contractor shall deliver the packaged detail hardware to the DLA warehouse located at ANAD for final shipment.

C.6.11. Supply Chain Management, Packaging

C.6.11.1. The contractor shall develop a planned approach for the transition from Government to contractor management of packaging of field spares. The contractor will work with the Government to develop a plan to include the management of provisioning and procurement activities and documentation associated with acquisition, handling, distribution, recycling and disposal of all items required to conform to shipping requirements as outlined in MIL-STD-2073-1D. This plan will include a list of consumables, special supplies and related inventories and manpower requirements. The Government will provide packaging and shipping of all parts to the field while the plan is being developed and approved.

C.7 OVERHAUL PROCESS IMPROVEMENTS AT ANAD

C.7.1. The Contractor shall assist ANAD in performing quality and continuous process improvements to the AGT1500 overhaul and repair process to ensure TIGER performance and operational objectives are met. To accomplish the performance objectives the Contractor will provide the following minimum support:

C.7.1.1. Assist ANAD in developing Six Sigma initiatives. The Contractor will support the Lean Manufacturing initiatives already in place at ANAD as required to support the TIGER process improvements. Assistance will focus on optimizing process flow using visual tools to reduce waste, Value Stream Analysis to eliminate non-value work and small batch sizes to reduce the yield impact or error. Develop process improvement recommendations to be utilized in the depot repair procedures, repair or replace decisions, parts integrity, commingling and mix-and-match criteria, assembly instructions and acceptance test procedures. These recommendations will include introducing non proprietary commercial repair processes and procedures for gas turbine propulsion engines, which are relevant to the AGT1500 engine at ANAD.

C.7.1.2. Assist ANAD in developing a comprehensive engine induction/disassembly and routing process including a pre-shop analysis (PSA) procedure.

C.7.1.3. Assist ANAD with a quarterly Control Test and subsequent analytical evaluation of one engine.

C.7.1.4. Evaluate the inspection and rework/repair criteria defined in NMWR 9-2835-255 for impact on durability. This will include developing a program to evaluate components, which have exceeded NMWR service/repair criteria for cost effective salvage potential. Potential salvage projects will be defined, developed, validated and qualified in the same manner as component improvements. New repair capabilities and parts repair procedures (PRP) will be developed and processed in accordance with the Contractors format. The Contractor will evaluate the current ANAD reclamation process and make recommendations to assure conformance with engineering standards in support of the 1000 hour and 1400 hour engine overhaul. The Contractor shall balance the cost and durability. The Contractor shall recommend parts that are suitable candidates for the reclamation process.

C.7.1.5. Provide suggested changes to the National Maintenance Work Requirements (NMWR), as changes occur, via a DD FORM 2028-2, in accordance with CDRL A002.

C.7.1.6. Assist ANAD in conducting a process review of work areas, test areas, fabrication areas, assembly and disassembly areas and final out to identify potential Lean projects and assist ANAD in project implementation. Develop procedures in-conjunction with ANAD for their back shop reclaim part processes utilizing commercial best practices to improve the processes and tracking of the parts.

C.7.2. Automated Point-of-Contact Work Stations

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 33 of 122
Name of Offeror or Contractor:		

C.7.2.1.. The Contractor shall provide the specifications and proposed schedule for the Personal Computer (PC) workstations (with processors, monitors, and required peripherals) for the implementation and use of the electronic work instructions, herein referred to as Electronic Manufacturing Operations and Tooling (eMOT), provided for under separate license. ANAD will provide the PC infrastructure for the on-site eMOT system. The Contractor shall provide initial development, release and validation of the eMOTs. After the eMOT work instructions are developed, the Contractor shall provide training to ANAD for the proper operation of the system. The Contractor shall have final approval authority for changes to the eMOT system. The Contractor shall review Government requests for changes to the eMOT work instructions and shall make the required changes in the eMOT system. The Contractor shall provide software licenses and associated implementation Intellectual Property (IP) to ANAD along with maintenance support for contract duration.

C.7.2.2 The Contractor shall be responsible for eMOT changes that do not impact inventory, scheduling, facilitization and/or ANAD labor. The Contractor on-site technical lead will coordinate issues with ANAD personnel and then implement changes as required.

C.7.3. Root Cause and Corrective Action (RCCA)

C.7.3.1.The Contractor will assist ANAD in establishing a RCCA program at ANAD. This will include providing support to ANAD for their incorporation of the RCCA program as an integral part of their overhaul process.

C.7.3.2. The Contractor will provide on-site technical support at ANAD to include technical advice, training, documentation (Build Sheets, eMOTs), and troubleshooting/fault analysis. The Contractor will also develop and maintain the Fact Based Maintenance database, review tooling requirements, review test cell rejects and participate in the RCCA process. The Contractor will also assist ANAD in developing improved disassembly, inspection, repair, assembly, test and final engine acceptance/dress work instructions in support of RCCA investigations and Six Sigma/Lean activities.

C.8 DURABILITY IMPROVEMENTS

C.8.1.The Contractor shall define, develop and implement product and process improvements to improve the durability of the TIGER fleet to a Mean Time between Depot Return (MTBDR) of 1400 hours by end of Program Year 4.

C.8.2. The Net impact of all Engineering Change Proposal associated with this effort shall not increase fuel consumption or otherwise degrade performance for a Standard Mission Profile from the baseline Service Life Extension (SLE) National Maintenance Work Requirements (NMWR) Standard Engine Requirements.

C.8.3. The Contractor shall support, at a minimum, ANAD quarterly investigations of potential durability improvements that are revealed during the disassembly process.

C.8.3.1 The Contractor shall perform engineering failure analysis of engine and component field failures as necessary to identify opportunities for durability improvement and Operations & Support cost reduction.

C.8.4. Substantiation of New Designs, Processes and Sources of Supply

C.8.4.1.The Contractor shall be responsible for the development of substantiation, validation and qualification testing required to release product/process improvements. This shall include material physical and functional tests and inspections of new or revised overhaul process, product designs, or new sources of supply as required to meet design criteria. Tests and inspection may be performed at Contractor, supplier, or ANAD facilities.

C.8.5. Durability Reporting

C.8.5.1. The Contractor shall monitor and update the Government on the durability and reliability status of the AGT1500 fleet. The Contractor shall provide quarterly status during the scheduled In Process Reviews (IPRs) and updated into the Government provided TIGER website.

C.8.6. Testing

C.8.6.1. The Contractor shall develop a comprehensive test plan for this program to include lab testing, part and component testing, complete engine testing and support to vehicle testing. The Contractor shall establish a test plan to qualify design improvements on a block change basis that occur during the course of the program. The Contractor will submit an engine test plan for 25 hour, 50 hour, 361 hour and 500 hour endurance testing in Contractor format.

C.8.6.2. The Contractor shall conduct engineering development and durability testing at the complete engine assembly level as required by the test plan. Government furnished engines or used parts accountable to the current Honeywell AGT1500 Engine System Technical Support contract DAAE07-96-C-A002 shall be used for this purpose. The Contractor shall consolidate as many redesigned components as possible into each engine test to reduce overall program test cost.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 34 of 122
---------------------------	--	-----------------------

Name of Offeror or Contractor:

C.8.6.3. The Contractor shall conduct other engineering development testing at the component or subassembly level and laboratory testing as required to support this program.

C.8.6.4.\~The Contractor shall support four (4) Government Vehicle Durability Tests and two (2) Abrams Product Improvement Vehicle Tests (APIVT).\~\~ Durability improvements will be scheduled for APIVT and Durability Tests with the concurrence of the Government a minimum of 90 days prior to engine deliveries. Overall schedule for this effort is included as Attachment XX (TIGER ENGINE Test Schedule, rev 9/1/05).

C.8.6.5 The Government shall be responsible for providing hardware for these six (6) operational/serviceable engines, spare parts and repairs associated with all vehicle testing.\~ The Contractor shall upgrade the engines as needed to incorporate available product improvements. The Contractor will upgrade two (2) engines (Engines 2 and 5 as indicated in the schedule) for APIVT Testing and be responsible for subsequent scheduled upgrades and refurbishment. The Contractor shall also upgrade four (4) engines (Engines 6, 7, 8, and 9) to the most current TIGER configuration as indicated in the schedule, and provide them for the Government Vehicle Durability Test. The Contractor shall provide Field Service Engineers FSE support and repair parts (TIGER Field Site Inventory List see Attachment X) per C.6.10.1 for TIGER unique field repairs during vehicle durability testing.\~\~

C.8.6.6. The Contractor shall perform engine and component level testing as required to support failure analysis and root cause corrective action investigations of systemic field failures.

C.8.7.\~Durability Testing. (For Program Year as described in the PY2 CLIN structure)

C.8.7.1.\~In order to verify that the TIGER program has achieved initial durability improvements, a vehicle durability test will be conducted in accordance with the TIGER Engine Durability test plan (Attachment XX).\~This test will consist of operating four (4) M1 Abrams tanks to the standard M1 Abrams OPMODE.\~ Each engine will be operated for 1,400 hours or until engine durability failure.\~ A durability failure is defined as a failure that requires return of the engine to the depot for repair. The Contractor shall provide full logistic support for any upgraded TIGER parts.\~ Special sensors and test equipment shall be provided under this contract by the Contractor with Government concurrence.\~ The Contractor shall provide on-call FSE support and failure analysis for the engines. Note that during Durability Testing, FSE FSR authorized field repairs will not be charged against the engines measured Mean Time between Depot Repair (MTBDR)

C.8.8 APIVT Testing

C.8.8.1\~\~ The APIVT Testing consists of 6,000 miles of operation using the standard M1 Abrams OPMODE.\~ The Contractor shall upgrade two (2) Government provided engines with available product improvements for APIVT Testing as defined in the TIGER Engine Test Schedule (Attachment XX, rev 7/27/05). Subsequent upgrades/refurbishment of these engines will reflect the latest available 1400 hour BOM improvements and be accomplished by the Contractor. TIGER FSEs will provide repairs as needed to support the APIVT Testing.

C.9 FACT BASED MAINTENANCE (FBM)

C.9.1. The Contractor shall implement and update the approved TIGER Fact Based Maintenance (FBM) Plan provided under TIGER Phase Zero (O). The Fact Based Maintenance Team shall recommend and implement improvements to the AGT1500 sustainment maintenance process to achieve the best balance between cost and durability.

C.9.2. Data Collection

C.9.2.1 The Contractor shall collect data loaded by the Contractor and Government personnel from the fielded TIGER engines, operational bases, and the depot. Depot data shall include birth records, engine hours (when device is available), incoming inspection, disassembly analysis, traceability, build configuration and final acceptance results. The Contractor shall provide this data in an electronic format accessible to the Government.

C.9.2.2. The Contractor will identify the equipment needed for the data collectors and provide necessary data transmittal equipment to Contractor personnel.

C.9.3. Data Analysis

C.9.3.1 The Contractor will utilize best commercial processes for analysis of data. Some of the processes that will be conducted include identifying components that drive field maintainability and durability, manipulating data to interpret diagnostics and prognostic outputs, providing FBM decision support to depot and identifying the potential improvements to overhaul and field support processes.

C.10.9. FIELD SERVICE ACTIVITIES

C.10.1.TIGER Repair Support Process:

C.10.1.1. The TIGER Team will establish a TIGER Field Repair Site at agreed upon locations listed to perform depot level repairs to all

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 35 of 122
---------------------------	--	-----------------------

Name of Offeror or Contractor:

fielded AGT1500 engines (TIGER, SLE, etc.) regardless of warranty status or cause of the failure. Repairs will be limited to low risk tasks in accordance with TIGER Process Sheets or Technical Manual TM 9-2835-255-34. Engines will be repaired with spare parts from the TIGER Field Repair Site inventory. Any repairs performed at the TIGER Field Repair Site that are authorized 63A maintenance tasks IAW Maintenance Advisory Message 03-005 and maintenance tasks authorized in the applicable 20 level maintenance manual will require replacement parts provided by the units Authorized Stockage Level (ASL)/Prescribed Load List (PPL) inventories. Additional repairs beyond the scope of the aforementioned technical manual may also be performed to develop repair strategies for the long-term follow-on TIGER program.

C.10.1.2. When an engine experiences a failure, unit level maintenance will diagnose the engine in accordance with Technical Manual series TM9-2350-388/264 (annotate on DA Form 5988E). They will then perform authorized 63A maintenance tasks IAW Maintenance Advisory Message 03-005 and maintenance tasks authorized in the applicable 20 level maintenance manual in order to repair the engine.

C.10.1.3. Any organizational maintenance action performed on the TIGER overhauled engines must be reported to the TIGER representative at the earliest opportunity for data collection purposes. If the problem is beyond the capability of the 63A's authorized maintenance tasks the unit level maintenance section will contact the responsible TIGER Field Service Engineer (FSE) of the incident and will provide a properly filled out DA Form 5990E (job order) upon FSE arrival.

C.10.1.4. Following evaluation of the engine, the FSE will determine whether the engine can be repaired in place, evacuated to the local TIGER repair activity or evacuated to depot. The TIGER FSE will also determine current warranty status and preliminary cause of failure. Failures as a result of operator error, improper or unauthorized maintenance, mishandling, abuse, battle damage, water ingestion, Foreign Object Damage (FOD), fire, or other conditions expressly excluded by the warranty will be reported by the FSE to the warranty adjudication board located at ANAD.

C.10.1.5. If an engine requires evacuation to depot. The unserviceable engine will be shipped to the Anniston Army Depot and inducted into the fact based maintenance overhaul process. Engines that can be repaired within the scope of the TIGER repair activity regardless of cause will be repaired using spare parts from TIGER repair activity inventory. This inventory of parts is intended for task specific repairs only and includes internal engine parts and consumable supplies the unit is no longer authorized to procure. Any repairs performed at the TIGER repair activity that are authorized 63A maintenance tasks IAW Maintenance Advisory Message 03-005 and maintenance tasks authorized in the applicable 20 level maintenance manual will require replacement parts provided by the units ASL/PLL inventories.

C.10.2. TIGER Field Repair Site

C.10.2.1. The Government will provide the Contractor with Facilities at each TIGER field repair site to include a secure shop with a minimum of two maintenance bays, 6-ton minimum overhead lift per supported division, secure parts/tool storage area, shop air, solvent tank/parts washer, running water, oil/water separator drain sump, work benches, cabinets, lighting and electricity. The Government will provide a Ground Hop Support Set (GHSS), power pack maintenance stand, slave power pack and engine module stands including the servicing and maintenance labor ensuring serviceability. The Government will also provide access to a shared forklift and Petroleum, Oils and Lubricants) (POL) to support the TIGER repair sites. The Contractor will coordinate with TACOM and PM Abrams to requisition surplus AGT1500 engine module stands, special tooling, fixtures and support equipment from the Army-wide DS-Plus closeout program if available. The Contractor will collaborate with the Field Site to identify and requisition adequate government owned office space for use by the FSE. The office space will include the necessary infrastructure to support office activities, phone, fax, Internet connection, sanitary facilities, heating, ventilation, and air conditioning.

C.10.2.2. The Contractor and ANAD will develop TIGER Field Repair Sites to provide services and supplies to support the successful accomplishment of TIGER objectives for fielded AGT1500 engines issued from ANAD. Each TIGER Team will consist of, at a minimum, one Contractor Field Service Engineer (FSE) and one ANAD FSE. The FSEs will be provided and forward located at the TIGER Field Repair Sites equipped with Abrams vehicles for technical support, data collection, user training, troubleshooting trend analysis and approved engine repairs. The TIGER Field Repair Sites will be located at FT Hood, FT Knox, FT Riley, FT Carson, Ft Stewart, National Training Center, Camp Casey (Korea), Camp Arifjan, Kuwait and FT Bliss. There will also be a TIGER FSE at the Joint Systems Manufacturing Center (Lima) to support the AIM, RESET and SEP production lines.

C.10.2.3 The Contractor shall provide ten (10) sets of DS Plus Phase I tooling to support the TIGER Field Repair Sites. Refer to Table X for inventory list of Phase I tooling. The contractor shall provide repair and replacement services in support of the tool inventory to insure completeness and serviceability. The tooling inventory will be co-located at the Field repair site in a secured storage area. The Contractor shall be responsible for shipment of tooling requiring repairs and/or replacement to and from the TIGER Field Repair Site. Government will provide all DS Plus Phase 2 tooling (5180-01-418-5790) for each TIGER Field Repair Site and provide repair and replacement services of the Phase 2 tooling.

C.10.3. Joint Systems Manufacturing Center (JSMC) Lima FSE Responsibilities:

C.10.3.1. The JSMC Lima FSE shall establish a TIGER Production Repair shop at JSMC to perform limited depot level repairs to the AGT1500 to preclude evacuation to ANAD. The FSE will also troubleshoot, diagnose and repair faults on AGT1500 engines for use in the Abrams tanks and derivative vehicles. Once a vehicle or power-pack problem has been fault isolated to the AGT1500 engine system by JSMC personnel, the FSE shall be available to inspect and initiate procedures to identify and possibly correct the reported engine system problem before the power-pack is removed. If the problem cannot be isolated with the power-pack installed, or the problem has been identified but cannot be repaired while in the installed condition, JSMC will remove the power-pack and initiate temporary power-pack connections (ground hop) that facilitate operation of the uninstalled power-pack. The FSE shall then re-inspect and initiate procedures to possibly correct the reported engine system problem. The FSE will verify that the deficiency has been repaired via the ground hop

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 36 of 122
---------------------------	--	-----------------------

Name of Offeror or Contractor:

prior to re-installation of the power-pack by JSMC personnel.

C.10.3.2.If the fault cannot be isolated or repaired with the engine in the power-pack configuration, the engine will be removed from the transmission and ancillary power-pack components by JSMC personnel and inducted into the TIGER Production repair shop. The FSE will evaluate the engine by disassembly inspection to determine if repairs can be performed at the TIGER Production repair shop. If low risk repairs are performed within the repair shop capabilities in accordance with TIGER Process Sheets or Technical Manual TM 9-2835-255-34 the engine will be returned to fully serviceable condition and returned to the JSMC production line for immediate use. If internal investigation of the discrepant engine by the FSE reveals the engine cannot be repaired in the TIGER Production repair shop, the FSE shall make a recommendation to the TIGER Team to evacuate the engine back to ANAD for failure analysis and repair. The FSE will notify JSMC of the engine status and JSMC will re-containerize the engine and expedite shipment to ANAD.

C.10.3.3. The FSE shall provide full time support for the AGT1500 engines in the Abrams tanks and derivative vehicle production lines at JSMC including the following:

C.10.3.3.1. Attend monthly production, M1A2 Program Support Team, and Technical Representative meetings applicable to the Abrams Tanks and derivative vehicle production efforts at JSMC. The FSE shall be an active participant in order to provide technical advice and recommendations to PM Combat Systems, ANAD and DCMA Lima. Informal briefings during the monthly meetings mentioned above will be provided to PM Combat Systems, DCMA Lima and ANAD representatives.

C.10.3.3.2. Perform testing and collect and evaluate engine data as required. Provide data to the fact based maintenance team in order to recommend short term and long term corrective actions. Corrective action recommendations shall be forwarded quarterly to the TIGER Team via electronic correspondence with a courtesy copy (cc) sent to the Assistant Program Manager, Abrams Power-train and to the Program Integrator at DCMA Lima in contractor format.

C.10.3.3.4. Monthly field service, performance and discrepancy reports shall be generated and submitted via electronic media to the TIGER Field Team with copies submitted to the APM, Abrams Power-train and to the Program Integrator at Lima. These reports will not require any additional approvals prior to release by the quality representative and will be submitted in contractor format.

C.10.3.4 The Field Service Engineer (FSE) performing under this Contract shall be under the supervision, direction and control of the Contractor. The FSE shall not be under the supervision, direction or control of a Federal officer; Military or civilian. He shall not be placed in command, supervision, administration or control over Department of the Army military or civilian personnel or of other Government Contractors.

C.10.3.5.The Contractor, or his service representative, shall not accept any instructions or direction issued by any person employed by the US Government or otherwise, other than the Contracting Officer or the Contracting Officer Representative (COR).

C.10.3.6. No other information, other than that which may be contained in a modification to this Contract duly issued by the Contracting Officer, which may be received from any person employed by the US Government or otherwise, will be considered as grounds for deviation from any stipulation of this Contract.

C.10.3.7.The Government will furnish a working space, including a desk, chair and telephone, for use by the Contractor service representative. Administrative support, (typing, filing, general clerical, reproduction, etc.) for the FSE will not be provided by the Government. The service representative will ensure that his designated area is neatly maintained at all times.

C.10.4. Field Service Engineer (FSE) Responsibilities:

C.10.4.1. The FSEs will track all AGT1500 engines in their area of responsibility. Engine maintenance activity, usage history, health monitoring and fleet status will be documented and reported through the Fact Based Maintenance centralized TIGER database. The Contractor shall also provide technical assistance and formal/informal training to crew and organizational level activities on an as required basis. The FSEs will continually evaluate all technical aspects of the engine to preclude No Evidence Of Failure (NEOF) depot returns, identify opportunities for improvement, trends, cost savings, etc. Each individual site shall have a site specific Government - Memorandum of Agreement (MOA) documenting the support process.

C.10.4.2.The Field Service Engineer (FSE) performing under this Contract, shall be under the supervision, direction and control of the Contractor. The FSE shall not be under the supervision, direction or control of a Federal officer; Military or civilian. He shall not be placed in command, supervision, administration or control over Department of the Army military or civilian personnel or of other Government Contractors.

C.10.4.3.The Contractor, or his service representative, shall not accept any instructions or direction issued by any person employed by the Government or otherwise, other than the Contracting Officer or the Contracting Officers Technical Representative (COTR).

C.10.4.4.The Government will furnish a working space, including a desk, chair and telephone, high speed internet connection, for use by the Contractor service representative. Administrative support, (typing, filing, general clerical, reproduction, etc.) for the FSE will not be provided by the Government. The service representative will ensure that his designated area is neatly maintained at all times.

C.10.5. FSE Coverage Plan

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 37 of 122
---------------------------	--	------------------------------

Name of Offeror or Contractor:

C.10.5.1.The Contractor will provide backup coverage for an FSE when he is expected to be away from his assigned site for an extended time period; typically one week or more. Another FSE will travel to the site to provide continual coverage, unless the site commander waives the coverage during periods of low site activity.

C.10.6. Invited Contractor or Technical Representative Status Under U.S. Republic of Korea (ROK)

C.10.6.1. Invited Contractor and TR status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by USFK Regulation 700-19.

C.10.6.1.1. Invited Contractor or TR status under the SOFA is subject to the written approval of ACoFS, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

C.10.6.1.2. The contracting officer will coordinate with HQ USFK, ACoFS, Acquisition Management (FKAQ), IAW FAR 25.8, and USFK Regulation 700-19. The ACoFS, Acquisition Management will determine the appropriate Contractor status under the SOFA and notify the contracting officer of that determination.

C.10.6.1.3. Subject to the above determination, the Contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Regulation 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistic support privileges are provided on an as-available basis to properly authorized individuals.

C.10.6.1.4. The Contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

C.10.6.1.5. The Contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK Labor Law and USFK Regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

C.10.6.1.6. The authorities of the ROK have the right to exercise jurisdiction over invited Contractors and technical representatives, including Contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

C.10.6.1.7. Invited Contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and ROK on all matters pertaining to logistic support. In particular, Contractors will provide the assigned sponsoring agency prompt and accurate reports of changes in employee status as required by USFK Regulation 700-19.

C.10.6.1.8. Except for Contractor air crews flying Air Mobility Command missions, all U.S. Contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

C.10.6.1.9. Invited Contractor and technical representative status may be withdrawn by USFK/FKAQ upon:

- (1) Completion or termination of the contract.
- (2) Determination that the Contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
- (3) Determination that the Contractor or its employees are engaged in practices illegal in the ROK or are violating USFK regulations.

C.10.6.1.10. It is agreed that the withdrawal of invited Contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the Contractor in the performance of the contract and will not justify or excuse the Contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA Status for reasons outlined in USFK Regulation 700-19, paragraphs 2-6a through 2-6c above shall not serve as a basis for the Contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. or USFK.

C.11. SYSTEM TECHNICAL SUPPORT

C.11.1. The Contractor shall provide System Technical Support (STS) program management, engineering, logistics, quality and configuration management services, for the Abrams family of vehicles as directed by the Contracting Officer on a level of effort basis.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 38 of 122
---------------------------	--	-----------------------

Name of Offeror or Contractor:

The Contractor shall furnish the supplies and services necessary to accomplish the engineering and related technical support for the AGT1500 Turbine Engine in accordance with the requirements described in the Request for Engineering Services. (RES) No work shall be performed outside of the labor hour and material dollar limits set forth in the work directives issued under the STS CLIN. As necessary in the performance of the foregoing, and as more specifically defined in engineering Work Directives, the Contractor shall:

C.11.1.1 Prepare calculations, layouts, drawings, sketches, schematics, charts and other visual depictions, and purchase descriptions, and recommend engineering change proposals for current and future production versions of the contract item and modifications thereto.

C.11.1.2 When requested, prepare cost estimates for engineering design effort, prototype costs, testing effort and technical data package adequate for competitive procurement. In addition, when directed by the technical representative, prepare engineering cost estimates for the design item based on procurement quantities specified.

C.11.2 Contract Work Breakdown Structure (CWBS):

The Work Directives will serve as the CWBS framework for contract planning, budgeting and reporting status of Cost and Schedule to the Government for this CLIN.

C.11.3 Work Directives (WDs) (Task and Control):

C.11.3.1 The Contractor shall prepare WDs in accordance with direction provided in Section G.3, and submit them to the Contracting Officer through the COTR for approval. Active WDs can be canceled at any time by the Contracting Officer. The Contracting Officer shall notify the Contractor in writing the reason(s) for canceled WDs. The Contracting Officer shall establish priorities for Contractor performance on WDs and shall periodically review with the Contractor the priorities and ranking within priorities on all active WDs.

C.11.3.2. WDs shall not be submitted for projects for which any portion has been previously submitted in a WD and disapproved during the last ninety (90) day period, unless the Contractor is specifically requested to do so by the Government.

C.11.3.3. Duplication of work covered by a previous WD shall be sufficient basis for disapproval of proposed WDs.

C.11.3.4. The Contractor shall redirect all work on any and/or all WDs when so directed in writing by the Contracting Officer within the available funding limits under this CLIN.

C.11.3.5. The Contracting Officer may request the Contractor, during the term of this contract, to submit a WD to accomplish tasks related to support STS issues and provisions of this contract. The Contractor shall inform the Contracting Officer, in writing, of any impact that this request may have in terms of cost, schedule, redirection or delay of current or planned work within the time frame of this contract.

C.11.3.6. If it becomes necessary to make any addition, deletion or revision to a WD, a supplemental WD shall be prepared. The supplemental WD denoting the addition, deletion or revision, shall be complete within itself and shall be assigned the original WD number with a numeric suffix to denote the revision.

C.11.4 Government Furnished Material (GFM) for the TIGER Program

C.11.4.1 The Contractor shall inspect Government Furnished Material (GFM) on a sample basis to verify conformity to drawing requirements, select the parts to be inspected, manage the inspection process, determine usability and provide inspection results to the government. The government shall requisition, package and ship the selected sample parts to the source designated by the Contractor and provide for return shipment to the government source of origin. The Hardware inspection requirements and process will be in accordance with the approved GFM inspection process map (Attachment x). Parts to be inspected and the sample sizes will be in accordance with the approved GFM part identification spread sheet .Attachment XY ??

C.11.5. Non--TIGER Related Support

C.11.5.1 The Contractor if directed under separate WDs shall provide technical assistance to the ANAD facility and the field community when requested to address unique concerns not directly related to the TIGER Program to include but not limited to: support of power-train improvements initiated outside of the TIGER program; support to ATD for Transmission Test Cell Testing; support to ANAD to assess information systems interface requirements with TIGER systems.

C.11.6 TIGER Technology Insertion:

C.11.6.1 The Contractor if directed under separate WDs shall provide development of Technology Insertion projects for the AGT1500 engine which will yield longer term improvements in terms of life, cost of ownership and performance. The Contractor will provide detailed technical and financial analysis of new technology insertions to ensure that the desired long term effects are justified. The specific cost/benefit/risk justified technology insertions would be separately funded."

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 39 of 122
Name of Offeror or Contractor:		

C.11.7. Support to ANAD Manufacturing issues related to TIGER Start-up

C.11.7.1 The Contractor if directed under separate WDs shall provide technical assistance to the ANAD facility and the field community when requested to address unique concerns directly related to but out of scope of the TIGER program to include but not limited to: technical and logistics support of TIGER program start-up issues with information systems (incompatibility, security, database and computer performance issues); technical and logistics support to ANAD for unknown GFM support services (quality, quantity and availability of GFM); and technical and logistics support to TIGER Field Repair Sites for unknown OPTEMPO and deployment requirements.

C.12. CONTRACTOR MANPOWER REPORTING (CMR)

C.12.1. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor will report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>. The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- 2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of Contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub- contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information);
- (11) Locations where Contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of Contractor, and sub-contractor employees deployed in theater this reporting period (by country).

C.12.2. As part of its submission, the Contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 40 of 122
Name of Offeror or Contractor:		

*** END OF NARRATIVE C 001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.246-4053 (TACOM)	USE OF MIL-STD 1916	JAN/2001
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The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916.

[End of Clause]

C-3	52.211-4008 (TACOM)	DRAWING LIMITATIONS	NOV/2002
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(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

C-4	52.211-4010 (TACOM)	ACQUISITION OF SOURCE-CONTROLLED PART NUMBER	FEB/1998
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Acquisition under this contract is restricted to:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 41 of 122
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Name of Offeror or Contractor:

(1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2) have executed the provision 52.211-4038 entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM herein.

[End of Clause]

C-5 52.211-4011 ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS FEB/1998
(TACOM)

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS. (See Section L.) It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

C-6 52.211-4018 ACQUISITION OF MANUFACTURER'S PART NUMBER MAY/1996
(TACOM)

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p align="center">Page 42 of 122</p>
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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2005

[Note: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for items listed in paragraphs (c)(1)(ii) of the clause. Unique item identification marking is also required for all items delivered under the contract for which the government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(iii). In the event that the government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid>]

- (a) Definitions. As used in this clause--
 - "Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.
 - Concatenated unique item identifier means
 - (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
 - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.
 - Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.
 - DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html> .
 - DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.
 - Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.
 - Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.
 - Governments unit acquisition cost means
 - (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
 - (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
 - (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.
 - Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.
 - Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.
 - Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 43 of 122
Name of Offeror or Contractor:		

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html .

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for

- (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: TBD

Item Description: TBD

(iii) Subassemblies, components, and parts embedded within delivered items, specified as follows, or in Attachment TBD .

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

- (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p style="text-align: center;">Page 44 of 122</p>
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Name of Offeror or Contractor:

solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm> ; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 45 of 122
	PIIN/SIIN W56HZV-05-R-0954	MOD/AMD	

Name of Offeror or Contractor:

- (6) Original part number.**
- (7) Lot or batch number.**
- (8) Current part number (if not the same as the original part number.**
- (9) Current part number effective date.**
- (10) Serial number.**
- (11) Unit of measure.
- (12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

[End of Clause]

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p style="text-align: center;">Page 46 of 122</p>
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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

SECTION E

E.1. QUALITY DEFICIENCY RESPONSE REPORTS (Government Furnished Material (GFM) Drawdown

E.1.1.\~\~ The Contractor, in conjunction with ANAD, shall investigate, provide failure analysis, and corrective actions for\~all Quality Deficiency Reports (QDRs), Standard Form 368, generated against\~Engines/Modules/LRUs produced under this contract.\~Contractor shall provide a report of the investigation, probable cause and\~recommended corrective action to the\~CO or his representative. The Contractors report or response to the QDR shall be in the Contractors own format and include as a minimum the following:

E.1.1.1.\~\~\~\~ Description of deficient item including part number, National Stock Number (NSN), contract/PO Number.

E.1.1.2.\~\~\~\~ Report Control Number taken from block three of SF Form 368

E.1.1.3.\~\~\~\~ Contractors validation of the reported defective characteristics. Include extent of problem, severity and long term impact.

E.1.1.4.\~\~\~\~ Quality validation of current production is free of the noted defective characteristics.

E.1.1.5.\~\~\~\~ Failure analysis as to cause and results.

E.1.1.6. Correction of processes, procedures and defects to preclude recurrence.

E.1.1.7.\~\~\~\~ Contractors position on the repair or replacement of identified defective items.

E.1.1.8.\~\~\~\~ Date of evaluation.

E.1.2.\~\~\~\~\~\~\~ Quality Deficiency reports shall be responded to within the following timeframes:

E.1.2.1.\~\~\~\~\~ Category I Final Report : 15 working days- interim reports every five working days.

E.1.2.2\~\~\~\~\~ Category II Final Report:\~45 days

TIME STARTS ON THE WORKING DAY THE QDR EXHIBIT AND FORMS ARE RECEIVED BY THE CONTRACTOR AT THE TIGER FACILITY.

E.1.2.3\~\~\~\~\~ Category I QDRS are defined as follows:

- (a)\~\~\~\~\~ May cause death, injury, or severe occupational illness.
- (b)\~\~\~\~\~ May cause loss or major damage to a weapon system.
- (c)\~\~\~\~\~ Could result in a production line stoppage.
- (d)\~\~\~\~\~ Has restricted the combat readiness of the using organization.

E.1.3. The Government shall approve all Contractor generated corrective actions before the QDR is considered closed.

E.2.2. CONTRACTOR FURNISHED MATERIAL (CFM) SUPPLIED PARTS

E.2.2.1. Problems detected during parts and engine build inside ANAD will be returned to the TIGER facility (ANAD Bldg 136) with appropriate identification and problem description. Parts returned to the TIGER parts facility in this manner will immediately be replaced or repaired using contractor processes at no additional cost to the Government unless determined to be as a result of mishandling by the Government. If a good replacement part is not immediately available (because there is no stock, or the defect is potentially lot related) then a replacement material demand/order will be issued. The contractor/TIGER facility will follow a commercial equivalent version of the QDR process to assure containment and correction. Closure timeframes may vary depending on the contractor site where investigations occur.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 47 of 122
	PIIN/SIIN W56HZV-05-R-0954	MOD/AMD	

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-3	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-5	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-6	52.211-4016	CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES	DEC/2004

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1, microcrystalline zinc phosphate system per TT-C-490E. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490E. Corrosion resistance tests on steel substrates will be conducted on a monthly basis (two test coupons) when solvent-borne primers are used and bi-monthly (two test coupons) when electrocoat primers are used. This test frequency shall begin once the process has been found to be in statistical control.

Unless otherwise specified, MIL-P-53022 and -53030 primers on steel substrates shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers on steel substrates shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be available for review at the applicator's facility. The prime contractor shall notify the procuring activity no less than 45 days prior to start of pretreatment/painting that the procedure is available for review and approval. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. A list of TACOM approved facilities is available at [HTTP://contracting.tacom.army.mil/engr/eng.htm](http://contracting.tacom.army.mil/engr/eng.htm) . These facilities are capable of meeting the performance requirements.

Regualification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system approval provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require different controls than those for steel. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. Test coupons for salt spray/ACT shall have a maximum primer dry film thickness of 1.5 mils. The test coupons must duplicate the production painting process as closely as possible. If production is force cured, test coupons shall be cured in an identical manner.

(b) Qualification and control of pretreatment systems for galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe after removal from the test chamber for coupon evaluation. There shall be no more than 3 mm of corrosion, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at three month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below). If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P with a design of experiments test matrix approved by the procuring activity. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable.

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700. Documented process controls shall be established which comply with the manufacturer's technical bulletin. Spray-to-waste systems will require fewer process controls than an immersion process.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. Bonderite 7400 is an approved, environmentally friendly alternative for wash primer. The application and control process shall be documented. This product is subject to the same salt spray requirements as a zinc phosphated product. The number of process controls for this product is dependent upon its method of application. The specific controls shall be in agreement with the product manufacturer's technical bulletin to provide the level of performance required for zinc phosphated substrates. Spray-to-waste applications will require fewer process controls than an immersion process.

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p>Page 48 of 122</p>
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Name of Offeror or Contractor:

(e) Acceptance of production painted parts is contingent upon the painted surface meeting the dry film thickness and cross hatch adhesion requirements. The use of multiple head cutters for acceptance testing is prohibited. The CARC painted surface shall be free of any blisters, pores or coverage voids.

[End of Clause]

E-7 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994
(TACOM)

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of Clause]

E-8 52.211-4059 RADIOGRAPHIC INSPECTION MAR/2001
(TACOM)

Radiographic inspection of production steel castings as required by applicable drawings and/or specifications shall be accomplished as follows:

- (1) Operators and radiographic equipment shall be qualified in accordance with NAS 410, prior to radiography of production castings.
- (2) The first casting shall be radiographed in all routine and random positions described on the position chart.
- (3) Subsequent castings shall be radiographed in those areas that were defective in the immediately preceding castings, until compliance with the required standard has been obtained. Objective evidence shall be provided by the producer that corrective action has been taken to eliminate the deficiency.
- (4) All rejectable areas may be repaired in accordance with an approved and qualified repair procedure (when required by applicable specification), and must meet the standard specified on applicable position chart. The producer retains the prerogative of repairing or scrapping defective material.
- (5) After above requirements have been accomplished, normal sampling shall be applied.
- (6) Normal sampling shall consist of radiographing one control casting selected by the Government Quality Assurance Representative, out of each thirty produced.
- (7) All routine and random positions shall be radiographed on each control casting except when the total exceeds the established number of radiographs that can be taken in a normal eight hour day. When the total number of positions to be radiographed on a control casting exceeds the maximum capability of facilities, random position shall be selected for radiography by the Government Quality Assurance Representative and rotated in such a manner that complete coverage is achieved within a cycle of five castings radiographed.
- (8) The occurrence of a rejectable defect in any area on a casting shall require the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.
- (9) If the results of radiographic inspection on ten consecutive lots of material indicate that a satisfactory uniform product meeting the soundness requirements is being produced, the amount of radiographic testing may be reduced in accordance with a system established by the Contractor and approved by the Procuring Contracting Officer.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p style="text-align: center;">Page 49 of 122</p>
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Name of Offeror or Contractor:

(10) The occurrence of a rejectable defect in any area on a casting shall require return to normal sampling and the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.

[End of Clause]

E-9 52.246-4019 VISUAL INSPECTION CRITERIA FOR STEEL WELDMENTS MAR/2001
(TACOM)

(a) Application: MIL-STD-1261

(b) Scope:

(1) These criteria supplement paragraph 4.3 of MIL-STD-1261 and supersede paragraph 6.3.1.5 of MIL-W-46086 and paragraph 5.9.1.5 of MIL-STD-1941. AWS A3.0 shall be used to define all other welding terms not defined herein.

(2) The limits established below represent the maximum discontinuities allowable for visual inspection of workmanship specimens and production steel weldments. (Note: Workmanship specimens which require cross-sectioning must also be evaluated for subsurface quality; these criteria are not contained herein.) Any discontinuity exceeding this limit is classified as defective and must be reworked or repaired dependent upon the nature and extent of the discontinuity. Weldments requiring subsurface weld inspection should be evaluated in accordance with the acceptance standard specified on the drawing in addition to these requirements.

(c) Discontinuities:

(1) Cracks - A weld crack is defined as a linear rupture resulting from excessive localized stress. Cracks can occur in the weld metal, fusion zone or heat affected zone.

No cracks are allowed

(2) Porosity - Porosity is defined as a rounded cavity free of solid material resulting from gas entrapment during solidification.

(i) Maximum pore size shall be 1/16 inch.

(ii) There shall be no more than six pores for any twelve inch length of weld. For small weldments with continuous welds less than twelve inches in length, they shall have proportionately fewer pores allowed (example: three pores maximum for six inch length of weld).

(3) Overlap - Overlap is defined as a protrusion of weld metal beyond the bond at the toe of the weld.

(i) A radiused tie-in must exist with the parent metal.

(ii) The overlap condition must not exceed 10% of the total weld length.

(4) Slag Inclusion - Slag inclusion is defined as a non-metallic solid material entrapped in or on the weld metal or between the weld metal and base metal. This discontinuity is applicable to SMA and FCAW processes.

No slag inclusions are allowed.

(5) Undercut - Undercut is defined as a groove melted into the base material adjacent to the toe of the weld and left unfilled by weld metal.

(i) For base materials .25 inch and less in thickness, no undercutting is permitted.

(ii) For base materials greater than .25 inch thickness:

(A) The maximum depth of undercut shall be 1/32 inch.

(B) The undercut must have a width not less than twice the depth.

(C) The length of undercut shall not exceed two inches cumulative in any continuous 24 inch length of weld. For continuous welds less than 24 inches in length, the maximum cumulative length shall be in direct proportion to this limit or one inch, whichever is greater.

(For example: for an eight inch continuous length of weld, maximum cumulative allowable undercut length is one inch).

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 50 of 122
Name of Offeror or Contractor:		

(d) Weld Size:

(1) Fillet Welds:

(i) Fillet welds shall be measured using fillet weld gages.

(ii) For welds one-fourth inch and less, the weld size is the minimum as specified on the drawing symbol.

(iii) For fillet welds larger than one-fourth inch, the weld may be undersize by 1/16 inch for a maximum length of 10% of the continuous weld length.

(2) Groove Welds:

No underfill is allowed.

[End of Clause]

E-10	52.246-4024 (TACOM)	SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS	APR/2000
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(a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:

(1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:

(2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you will be furnishing us meets the contract requirements.

(b) HOW TO SUBMIT A TEST-DELETION REQUEST.

(1) BEFORE CONTRACT AWARD - Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete the specified tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after contract award.

(2) AFTER CONTRACT AWARD - Send your request to the buyer identified on the face page of the contract within 45 days after contract award.

(3) ALL REQUESTS MUST -

-- identify the test(s) you want deleted;
-- state the basis for your request;
-- include a list of configuration changes made;
-- demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
-- include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
-- include proposed amount of equitable adjustment, if you make your request after award.

(c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.

(d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

[End of Clause]

E-11	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	OCT/1997
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(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 51 of 122
Name of Offeror or Contractor:		

(b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- [] ISO 9001
- [] ISO 9002
- [] QS 9000
- [] ANSI/ASQ Q9001
- [] ANSI/ASQ Q9002
- [] Other, specifically _____

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-12	52.246-4028	INSPECTION POINT: ORIGIN	FEB/1994
	(TACOM)		

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____
(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT: _____
(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

E-13	52.246-4029	ACCEPTANCE POINT: ORIGIN	OCT/2002
	(TACOM)		

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

E-14	52.246-4048	DRAWINGS FOR INSPECTION	NOV/1982
	(TACOM)		

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 52 of 122
---------------------------	--	------------------------------

Name of Offeror or Contractor:

will be returned to the Contractor.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 53 of 122
---------------------------	--	-----------------------

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-4	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-5	52.247-29	F.O.B. ORIGIN	JUN/1988
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-8	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-9	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --
Size of railcar _____
Type of railcar _____
- (xi) Number of outer containers or pallets/skids per trailer _____ *--
Size of trailer _____
Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____;
- (ii) Tender/Tariff _____;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 54 of 122
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Name of Offeror or Contractor:

(iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of FAR Clause]

The following information is provided as guidance in filling out the above clause by paragraph. Note: Disregard asterisk (*) in the clause where it appears.

(a)(1)(i) Type of container (mandatory fill-in):

The type of container is defined as an overpack. This is an outer container usually made of steel, wood, or fiber designed to enclose and protect one or more less durable inner containers. When "Other" is selected you must also complete (a)(1)(ii) Shipping configuration.

(a)(1)(ii) Shipping configuration:

Complete this information when any one dimension of the item is reduced.

(a)(1)(iii) Size of container (mandatory fill-in):

Outer dimensions of the overpack or other described shipping configuration. Must be provided in inches. The cube shall be provided in cubic feet. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(iv) Number of items per container (mandatory fill-in):

The number of units of issue in the overpack or in the other described shipping configuration.

(a)(1)(v) Gross weight of container and contents (mandatory fill-in):

The combined mass of the overpack containing the packing material and the number of units of issue supplied in pounds.

(a)(1)(vi) Palletized/skidded:

Indicate "Yes" if overpack or other described shipping configuration is attached to pallet or skid to form a unit load for handling.

(a)(1)(vii) Number of containers per pallet/skid:

Only complete this if you answered "Yes" to (a)(1)(vi). Containers are the number of overpacks or other described shipping configurations attached to a pallet or skid base.

(a)(1)(viii) Weight of empty pallet bottom/skid and sides:

Only complete this if you answered "Yes" to (a)(1)(vi) or when the weight of the container and contents in (a)(1)(v) above does not include this weight.

(a)(1)(ix) Size of pallet/skid and contents:

Only complete this if you answered "Yes" to (a)(1)(vi). Indicate weight in pounds and cube in cubic feet of combined overpack or other described shipping configuration and attached pallet or skid. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(x) Number of containers or pallets/skids per railcar:

Only complete this if you have rail capability and the rail car may be fully utilized. Quantity of overpacks or other described shipping configurations that will fit in a fully utilized railcar. Specify length in feet and type (flat, box, gondola, etc.) of railcar.

(a)(1)(xi) Number of containers or pallets/skids per trailer (mandatory fill-in): Quantity of overpacks or other described shipping configurations that will fit in a fully utilized trailer. Specify length in feet and type (flatbed, van, etc.) of trailer. For import/export shipments in ISO/seavan containers indicate quantity of overpacks or other described shipping configurations fully utilizing the container. Specify length in feet of the ISO/seavan containers.

NOTE: "Fully Utilized" means filling to full visible capacity.

[End of Clause]

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 55 of 122
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Name of Offeror or Contractor:

move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-11 52.242-4009 ACCELERATED DELIVERY--NOTICE OF SHIPMENT FEB/1998
(TACOM)

(a) You must send a notice of shipment in accordance with FAR 52.242-12 REPORT OF SHIPMENT when:

-- You accelerate delivery, and

-- The accelerated delivery increment exceeds 20% of this contract's total delivery quantity.

(b) This clause doesn't relieve you of any other obligations or requirements of FAR 52.242-12, or of this contract. See the specific delivery schedule clause in the Schedule of this contract (which may also be given elsewhere in this Section F) to determine if acceleration is acceptable and under what conditions.

[End of Clause]

F-12 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government/Commercial Bill(s) of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-13 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR MAY/2004
(TACOM) ADDRESSES

Rail/ MILSTRIP

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 56 of 122
	PIIN/SIIN W56HZV-05-R-0954	MOD/AMD	

Name of Offeror or Contractor:

Motor <u>SPLC*</u>	Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 57 of 122
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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf.

[End of clause]

G-4	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G-5	52.242-4011 (TACOM)	WORK DIRECTIVES	FEB/1998
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(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.
- (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 58 of 122
---------------------------	--	------------------------------

Name of Offeror or Contractor:

together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 59 of 122
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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.1.1. Definitions:

Acceptance is executed by an authorized Government Representative of a DD Form 250 or alternate contractor formatted document and means the act by which the Government assumes, for itself or as an agent of another, ownership of the identified supplies or recognizes completion of total performance specified in the contract.

Bi-monthly refers to occurring every other month.

Block Change: Whenever the field experience doesnt require immediate support, engine improvements will be introduced to the overhaul process in a very structured manner. The plan will be to propose part candidates at CSB3 that will target a common entry point for several different improvements. Initially a single point of entry (the Block Change) will be assigned for one time each year. This will facilitate improved supply chain planning, support equipment procurement and technical support coordination.

CSB Gate 1 The Customer Satisfaction Board (CSB) is presented with the issue to be addressed and determines how to proceed, what the required resources, required funding, and priorities are.

CSB Gate 2 CSB Board reviews Root Cause and Corrective Action (RCCA) and selects best option for implementation.

CSB Gate 3 Implementation Plan is presented to CSB Board for approval.

Condition Code A Material refers to serviceable parts which are issuable to all customers without limitation or restriction

Defects are defined as any condition or characteristic in supplies that is not in compliance with the requirements of the AlliedSignal/Honeywell Fabrication Specification 91547-E2180, Revision H, dated 13 August 1999

Depot Overhaul Factor (DOF) is defined as the forecasted percentage, based on historical averages,\-of each new component being replaced during a single engine overhaul. It is assumed that a reclaimed component, which meets all required specifications, is utilized if a new component is not used.

Engine is the AGT1500 Engine delivered by ANAD under the TIGER Program as described in this contract, and excludes any other versions of the AGT1500 Engine.

Fact Based Maintenance (FBM)- The collection, storage and analysis of engine build and field operational data; used for performing the appropriate level of maintenance or overhaul of AGT1500 engines.

Hardware, Material and Parts are the AGT1500 Engine parts and components furnished by the Contractor pursuant to this contract

In Process Review (IPR) are integrated review meetings to communicate the status of TIGER program to functional organizations

Long Lead material is defined as parts with manufacturing lead time greater than 4 months.

Mean Time Between Depot Returns (MTBDR) refers to the average operating time of the fleet of TIGER engines that has to be returned to the depot for repair/overhaul expressed in hours.

PMO Program Management Office Combat Systems is the overall program lead and technical lead for the TIGER program.

Program Management Reviews (PMR) is the controlling review meeting used by the Government to track progress of the contract

Program Year (PY) is the period of performance for a given program year

Prognostic Health Monitoring (PHM) - The analytical assessment of engine performance, based upon engine sensor output, with the capability of predicting future engine health with anticipated variations in environmental factors. PHM results can be used to predict operational readiness and mission capability.

Single Performance Standard Refers to all engines being overhauled and repaired according to the same Work Instructions and the same engine Bill of Material (BOM).

Technical Data Package (TDP) is defined as government ordnance drawings, Quality Assurance Requirements documents, industry standards, and government owned commercial specifications with 91547 prefix.

Technical Test Operational Modes (OPMODE) Government to define operating conditions and mission profile

Name of Offeror or Contractor:

Threshold requirement is the minimum expected performance or outcome required in the contract

TIGER Field Repair Site - A Contractor operated, automotive repair type facility, with appropriate tooling, spare parts and utilities, suitable for troubleshooting, repairing and testing the AGT1500 engine and/or Abrams power pack.

Total InteGrated Engine Revitalization (TIGER) program is defined as an AGT1500 engine repaired and /or overhauled in accordance with the Contractor eMOT and kitting processes, observes the latest TIGER engine Bill of Material (which includes an hour meter), uses hardware removal and replacement factors for overhaul processing, has GFM inspected to the Contractors specifications, is monitored in service by on-site Field Service Engineers, and utilizes the services of an engine hospital to resolve issues as applicable.

TIGER Engines will be built in accordance with the latest engine BOM and hardware removal and replacement factors for overhaul processing, utilizing the Contractor kitting processes, full-up and running eMOTS at ANAD, including hour meter on the BOM, and GFM inspected to the Contractor specifications.

6S A tool used to enhance the workplace organization and safety. 6S stands for Sort, Simplify, Shine, Standardize, Sustain and Safety.

Store: Needed items are safely stored and organized according to usage frequency.

Shine: Key area items are marked to check and required level of performance noted.

Standardize: Work group has documented area arrangement and controls.

Sustain: Initial 5-S level is established and s posted in the area.

Level 1 Describes the minimum degree of detail.

Represents Contract Deliverables that impact the entire program (Customer Milestones)

Requires customer approval for change

Level 2 Identifies with more detail the functional objectives for gathering status of work progress and identifying variance. These elements are used to establish priorities for more detailed scheduling, an critical path analysis. These elements represent accomplishment of internal work toward the completion of contract milestones:

Sort: Necessary and unnecessary items are identified; those not needed are gone

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 61 of 122
Name of Offeror or Contractor:		

H.2. Contractor Supplied TIGER Component/Parts Warranty

"Nonconformance" means failure to comply with, or failure to operate due to noncompliance with, applicable AGT1500 Engine drawings, or having defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Nonconformance.

"Products" means detail parts for field or depot requirements, including those returned for exchange.

The Contractor warrants that at the time of delivery to the Government, Products will comply with applicable AGT1500 Engine drawings and will be free from defects in workmanship and material. These warranties run to the Government. This warranty is valid for 14 months after issuance of the Product to the ANAD work station or 12 months after packaging for a tactical field location, or 24 months after delivery of the Products to the TIGER warehouse, whichever occurs first.

The Government must return any and all defective products to the TIGER Kitting facility that are either identified during the assembly of the TIGER engines or identified at the field location to the Contractor FSE. The Contractors obligation and the Government's sole remedy under this warranty is repair or replacement, at the Contractors election, of any Product Nonconformance. All Products repaired or replaced by the Contractor will be warranted only for the unexpired portion of the original warranty period.

The Contractor assumes round trip shipping costs for nonconforming Products to and from the TIGER Kitting Facility or TIGER repair shop to the manufacturers facility. The party initiating transportation will bear the risk of loss or damage to Products in transit.

The Contractor will not be liable under this warranty if the Product has been exposed or subjected to any:

- a. Improper installation or maintenance by the Government;
- b. Operation contrary to the validated and verified Technical Manuals (TMs), design operating parameters, or other written instructions provided to and approved by the Government in such a way as to be a principal cause of the failure;
- c. Repair or alteration by the Government in such a way as to cause the failure;
- d. Misuse, neglect, or accident, including, but not limited to, fire or explosion;
- e. Participation in a combat mission ;
- f. Operation outside the specific installation and operating limits specified in the AlliedSignal/Honeywell Fabrication Specification or System Specification operating parameters in such a way as to be a principal cause of the nonconformance;
- g. Foreign object damage;
- h. Installation or operation in other than its intended use;
- i. Force Majeure, including but not limited to, acts of terrorism, subversion, riots, vandalism, or sabotage, or fire or explosion induced by or originating from sources external to the warranty items;
- j. Damage attributable to improper packaging, crating, handling, or storage by the Government to the extent of said damage;
- k. damage caused by failure of a Contractor supplied product not under warranty or by any hardware or software not supplied by the Contractor;
- l. Products which are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g. flashtubes, lamps, batteries, storage capacitors, filters).
- m. Improper interfaces with other tank components, i.e. transmission.

The Contractor has no obligation under this warranty unless the Government maintains records that accurately document operating time, maintenance performed and the nature of the unsatisfactory condition of the Contractor s Product. Upon the Contractors request, the Government will give the Contractor access to these records for substantiating warranty claims.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL THE CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THESE WARRANTIES WILL BE BINDING UPON THE CONTRACTOR UNLESS SET FORTH IN WRITING AND SIGNED BY THE PROCURING CONTRACTOR OFFICER (PCO).

*** END OF NARRATIVE H 001 ***

A. AWARD FEE PROVISION

- 1. General Instructions:
 - a) The award fee provisions contained herein, and the administration of these provisions by the Government are not

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 62 of 122
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Name of Offeror or Contractor:

subject to the Disputes clause of this contract.

(b) An Award Fee Review Board (AFRB) will be appointed to annually evaluate the Contractors performance and determine the amount of award fee and the award term basis. The AFRB will consist of technical experts from the Project Manager Combat Systems (PM CS), the TACOM Product Support Integration Directorate (PSID), the Procuring Contracting Officer and the TRADOC Systems Management (TSM) office. Anniston Army Depot will be an advisor to the Board. The evaluation performed by the AFRB and the resulting Award Fee and Award Term will be reviewed and approved by a designated Award Determining Official (ADO) 30 days after the end of the Evaluation Period. The Contractor will present his accomplishments for evaluation at the yearly milestone review.

(c) It is the intent of the Government to conduct these evaluations to determine the amount of any award fee earned and to determine the execution of the following years requirement, on an annual basis in accordance with the Evaluation Periods listed below.

B. REVIEW PERIODS

<u>Evaluation Period</u>	<u>Program Year</u>		Maximum Estimated <u>Award Fee</u>	<u>Term</u>	Maximum Award	
12/01/05-8/31/06		PYT	TBD		12 Months	
	9/01/06-8/31/07		PY1		TBD	12 Months
9/01/07-8/31/08		PY2	TBD		12 Months	
9/01/08-8/31/09		PY3	TBD		60 Months	

1. Within (30) days after the end of the Evaluation Period, a summary of the Governments evaluation of the contractors performance for a given period utilizing the evaluation criteria contained herein, will be released and discussed with the contractor. The contractor may request, and the Government will provide, a formal debriefing on the AFRBs finding.

2. No later than fifteen (15) days after the end of the Evaluation Period, the contractor may present a briefing (similar to an In Process Review (IPR) format) formally to the AFRB and other Government participants.

3. When it is determined that an award fee is applicable a contract modification shall be issued reflecting the final fee determination under CLIN 0009, CLIN 0019, CLIN 0030, CLIN 0040.

4. No award fee will be paid for any award fee review period in which the contractor receives an overall rating of satisfactory based on a weighted average of the evaluated metrics.

<u>Performance Score</u>	<u>Rating</u>	<u>Available Award Fee</u>
94 - 100	Very Good	100%
75 - 93	Good	5% per point (over 74 points)
60 - 74	Satisfactory	0
** 45 - 59	Marginal	(-50%)
** Less than 45	Poor	(-100%)

** PY2-PY3 only

***** (Example: Fixed Profit equals \$15M and available Award Fee equals \$10M) *****					<u>Performance Score</u>
<u>Rating</u>		<u>Fixed Profit</u>	<u>Available Award Fee</u>	<u>Total Fee</u>	
95	Very Good	\$15.0M	\$10.0M (100%)	\$25.0M	
93	Good	\$15.0M	\$9.5M (95%)	\$24.5M	
80	Good	\$15.0M	\$3.0M (30%)	\$18.0M	
65	Satisfactory	\$15.0M	0	\$15.0M	
47	Marginal	\$15.0M	(\$5.0M) (-50%)	\$10.0M	
30	Poor	\$15.0M	(\$10.0M) (-100%)	\$ 5.0M	

C. AWARD TERM

1. Program Transition (PYT) Year, Program Years 1-2: Using the criteria specified below, if the Contractor receives an overall rating of Satisfactory or better, the Contractor shall have earned the right to the following program period and the Government will issue a bilateral modification to the contract for such period (subject to funding availability).

2. Program Year 3: If the Contractor receives an overall rating of Good or Very Good, the Contractor will have earned the right to receive a commitment for an additional 5-years (subject to funding availability and approval of the J&A).

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 63 of 122
	PIIN/SIIN W56HZV-05-R-0954MOD/AMD	
Name of Offeror or Contractor:		

D. AWARD FEE - PROGRAM YEAR TRANSITION (PY T):			
The Government will evaluate the contractors performance in the following areas to determine the award fee for PYT and award term for Program Year 2.			
	<u>Metrics</u>		<u>Weight</u>
	1. Fact Based Maintenance	20%	
	2. Engine Availability		80%

Metric #1 - Fact Based Maintenance (FBM)
The Government will evaluate the contractors performance towards collection of fact based maintenance data to make changes and improvements in the TIGER program.

<u>Element</u>	<u>Description</u>	<u>Weight</u>
#1	FBM: The Contractor will put in place a process as noted below that will demonstrate the effectiveness of the data collection, usage and analysis	100%
	a.) Hour meters installed on AGT 1500 engines leaving ANAD starting five (5) months after contract award and the 17 operational pilot DMUs.	
	b.) Accessibility and accuracy of FBM database.	

Very Good: 94-100

FBM Element #1:	
a.)	Operational Hour Meters and DMUs 95% of all of the installed hour meters (to include the 30 each pilot hour meters) and the 17 each pilot DMUs are working and collecting data.
b.)	Temporary database operational for field data and accessible to the Government for review 60 days after contract award.

Good: 75-93

FBM Element #1:	
a.)	Operational Hour Meters and DMUs - 90% of all of the installed hour meters (to include the 30 each pilot hour meters) and the 17 each pilot DMUs are working and collecting data.
b.)	Temporary database operational for field data and accessible to the Government for review 90 days after contract award.

Satisfactory: 60-74

FBM Element #1:	
a.)	Operational Hour Meters and DMUs - 80% of all of the installed hour meters (to include the 30 each pilot hour meters) and the 17 each pilot DMUs are working and collecting data.
b.)	Temporary database operational for field data and accessible to the Government for review 120 days after contract award.

Marginal: 45-59

FBM Element #1:	
a.)	Operational Hour Meters and DMUs - 70% of all of the installed hour meters (to include the 30 each pilot hour meters) and the 17 each pilot DMUs are working and collecting data.
b.)	Temporary database operational and accessible to the Government for review 150 days after contract award.

Poor: 44 constant

FBM Element #1:	
a.)	Operational Hour Meters and DMUs - 60% of all of the installed hour meters (to include the 30 each pilot hour meters) and the 17 each pilot DMUs are working and collecting data.
c.)	Temporary database operational and accessible to the Government for review at 150 days after contract award.

Metric #2- TIGER Engine Availability

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 64 of 122
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Name of Offeror or Contractor:

The Government will assess the contractors performance in meeting TIGER engine availability requirements by assessing the following:

<u>Element</u>	<u>Description</u>	
<u>Weight</u>		
#1	A degree to which the material management process delivers engine hardware to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control). The assessment metric shall be the average of the monthly availability values over the evaluation period.	65%
#2	The results of the acceptance test first pass yield at ANAD (excluding GFM failures)	35%

Very Good: 100

Engine Availability Element #1:
The material management process exists that delivers 100% of the parts for at least 95% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:
The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 70%.

Good: 75-93

<u>On-Time Delivery</u>	<u>Unweighted Score</u>
94%	93
93%	89
92%	85
91%	81
90%	75

Engine Availability Element #1:
A material management process exists that delivers 100% of the parts for 90% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:
The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 65%.

Satisfactory: 60-74

<u>On-Time Delivery</u>	<u>Unweighted Score</u>
89%	74
88%	70
87%	66
86%	63
85%	60

Engine Availability Element #1:
A material management process exists that delivers 100% of the parts for 85% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2 :
The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 60%.

Marginal: 45-59

<u>On-Time Delivery</u>	<u>Unweighted Score</u>
84%	59
83%	55
82%	51
81%	48
80%	45

Engine Availability Element #1:
A material management process exists that delivers 100% of the parts for 80% of the engines to the ANAD workstations on time

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 65 of 122
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Name of Offeror or Contractor:

(measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2 :

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 50%.

Poor: 44 constant

Engine Availability Element #1:

A material management process exists that delivers less than 80% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of less than 50%.

E. AWARD FEE PROGRAM YEAR 1 (PY1):

The Government will evaluate the contractors performance in the following areas to determine the award fee and award term for Program Year 3.

<u>Metrics</u>		<u>Weight</u>
1. Fact Based Maintenance (FBM)/Engine Durability	27%	
2. Engine Availability		70%
3. Small Business Participation		3%

Metric #1 - Fact Based Maintenance (FBM)/Engine Durability

The Government will evaluate the contractors performance towards achieving the durability requirement of 1400 hours MTBDR by Program Year 3 by assessing the durability performance levels demonstrated in the field. Those engines determined by Failure Analysis (FA) and at no fault of the contractor, will not be counted against the Durability value. The simple average Mean Time Between Depot Returns (MTBDR) (i.e., total TIGER fleet hours of engines at FSE supported sites divided by total depot returns). The engines returned to depot, that could have been repaired, using one or more of the allowed TIGER FSE maintenance tasks will not be counted against the durability value.

Element
Weight

Description

#1	FBM: The Contractor has process in place that demonstrate the effectiveness of the data collection, usage and analysis. a.) Results from the DMU data collection are sufficient to configure the EMU database b.) Number of engines delivered from ANAD with EMUs and hour meters. c.) FBM data collected will be timely, accurate and complete.	40%
#2	Durability: The degree to which the contractor has identified design or process improvements and implemented corrective actions that will positively impact durability. The success of the contractors Root Cause Corrective Action (RCCA) process in identifying the problem, and prioritizing process and product improvements to be implemented, by optimizing cost, schedule and technical performance risk. The following factors will be considered: a.) Field Data is consistent with MTBDR requirements b.) Success of 361 hour test	60%

Very Good: 94-100

FBM Element #1:

- a.) Expedited production delivery of EMUs by 14 months after contract award.
- b.) Permanent database operational and accessible to the Government for review 18 months after contract award.

Durability Element #2:

- a.) Meets or exceeds 1100 MTBDR
- b.) Successful completion of 361 hour test without failures..

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 66 of 122
Name of Offeror or Contractor:		

Good: 75-93

- FBM Element #1:
- a.) Expedited production delivery of EMUs by 15 months after contract award.
 - b.) Permanent database operational and accessible to the Government for review 19 months after contract award.

Durability Element #2:

- a.) Meets or exceeds 1050 MTBDR.
- b.) Complete 300 hours of 361 hour test without failure.

Satisfactory: 60-74

- FBM Element #1:
- a.) Expedited production delivery of EMUs by 16 months after contract award..
 - b.) Permanent database operational and accessible to the Government for review 20 months after contract award.

Durability Element #2:

- a.) Meets or Exceeds 1000 MTBDR
- b.) Complete 250 hours of 361 hour test without failure.
- c.) Identify and determine a fix with moderate impact to cost, schedule and performance risk to program.

Marginal: 45-59

- FBM Element #1:
- a.) Production delivery of EMUs by 17 months after contract award.
 - b.) Permanent database operational and accessible to the Government for review 21 months after contract award.

Durability Element #2:

- a.) Meets or Exceeds 950 MTBDR
- b.) Complete 180 hours of 361 hour test without failure.

Poor: 44 constant

- FBM Element #1:
- a.) Production delivery of EMUs after 17 months after contract award.
 - b.) Permanent database not operational and accessible to the Government beyond 21 months.

Durability Element #2:

- a.) Less than 950 MTBDR
- b.) Complete 90 hours or less of 361 hour test without failure.

Metric #2 - TIGER Engine Availability

The Government will assess the contractors performance in meeting TIGER engine availability requirements by assessing the following:

Element	Description	
Weight		
#1	A degree to which the material management process delivers engine hardware to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control). The assessment metric shall be the average of the monthly availability values over the evaluation period.	65%
#2	The results of the acceptance test first pass yield at ANAD (excluding GFM failures)	35%

Very Good: 100

Engine Availability Element #1:

The material management process exists that delivers 100% of the parts for at least 95% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 67 of 122
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Name of Offeror or Contractor:

Engine Availability Element #2 :

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 70%.

Good: 75-93

<u>On-Time Delivery</u>	<u>Unweighted Score</u>
94%	93
93%	89
92%	85
91%	81
90%	75

Engine Availability Element #1:

A material management process exists that delivers 100% of the parts for 90% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 65%.

Satisfactory: 60-74

<u>On-Time Delivery</u>	<u>Unweighted Score</u>
89%	74
88%	70
87%	66
86%	63
85%	60

Engine Availability Element #1:

A material management process exists that delivers 100% of the parts for 85% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2 :

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 60%.

Marginal: 45-59

<u>On-Time Delivery</u>	<u>Unweighted Score</u>
84%	59
83%	55
82%	51
81%	48
80%	45

Engine Availability Element #1:

A material management process exists that delivers 100% of the parts for 80% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2 :

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 50%.

Poor: 44 constant

Engine Availability Element #1:

A material management process exists that delivers less than 80% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of less than 50%.

Metric #3: Small Business Participation.

The Government will evaluate the extent to which the contractor utilizes small businesses in the performance of the contract. The evaluation will be based on the total subcontracting dollars awarded to small businesses as a percentage of the total available subcontracting dollars. (Weight 100%)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 68 of 122
Name of Offeror or Contractor:		

Very Good: 94 - 100
The percentage of the small business participation is greater than 47% of the total subcontracted dollars.

Good: 75 - 93
The percentage of the small business participation is between 45%-47% of the total subcontracted dollars.

Satisfactory: 60 - 74
The percentage of the small business participation is between 40%-45% of the total subcontracted dollars.

Marginal: 45 - 59
The percentage of the small business participation is between 35%-40% of the total subcontracted dollars.

Poor: 44 constant
The percentage of the small business participation is less than 35% of the total subcontracted dollars.

F. AWARD FEE PROGRAM YEAR 2 (PY2):

The Government will evaluate the contractors performance in the following areas to determine the award fee for PY2 and to earn the right to receive a commitment for an additional 5 years (subject to funding availability and approval of the J&A)..

<u>Metrics</u>	<u>Weight</u>	
1. Engine Durability/Fact Based Maintenance (FBM)	40%	51%
2. Engine Availability	5%	4%
3. Engine Cost (Upgrade/Overhaul)	5%	
4. Small Business Participation	4%	

Metric #1 - Engine Durability/Fact Based Maintenance (FBM)
The Government will evaluate contractors performance towards achieving the durability requirement of 1400 hours MTBDR by the end of Program Year 3 by assessing the durability performance levels demonstrated in the field. Those engines determined by Failure Analysis (FA) and at no fault of the contractor will not be counted against the Durability value. A simple average Mean Time Between Depot Returns (MTBDR) (i.e., total TIGER fleet hours of engines at FSE supported sites divided by total depot returns) will be used to evaluate the overall durability performance. The engines returned to depot, that could have been repaired, using one or more of the allowed FSE maintenance tasks will not be counted against the durability value.

<u>Element</u>	<u>Description</u>	
<u>Weight</u>		
#1	FBM: The Contractor has a process in place including electronic devices for engine production deliveries that will demonstrate the effectiveness of the data collection, usage and analysis: a.) Quality and timeliness of field data collected b.) Data collection system is operational gathering pertinent information across all program elements.	50%
#2	Durability: The Contractor has identified design or process improvements and implemented corrective actions that will positively impact durability. The Contractors Root Cause Corrective Action (RCCA) process is successful in identifying the problem, prioritizing processes and product improvements in a manner that optimizes cost, schedule and technical performance risk. The following factors will be considered: a.) Field Data is consistent with MTBDR requirements b.) Success of 361 hour engine test c.) Success of Government Vehicle Durability Tests (ref. paragraph C.8.6.4)	50%

Very Good: 94-100

FBM Element #1:

a) Field Service Engineers are reporting quality data within five (5) days of field events 95% of the time.

b) Based on an integrated data collection system, the contractor has identified process and product improvements that will contribute to achieving the durability program objectives and improvements. Those improvements selected by the contractor indicate that there is a very high probability that the improvements will achieve the durability benefits assigned to them.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 69 of 122
Name of Offeror or Contractor:		

Durability Element #2:

- a) The TIGER field data is consistent with a Mean Time Between Depot Return (MTBDR) of 1300 hours.
- b) Successful completion of 361 hour test without durability failures.
- c) As a result of conducting the Government Vehicle Durability Tests, the contractor will demonstrate the 1400 hour average value or minimum of 1250 hours MTBDR with supporting analysis that future fixes will result in 1400 hours MTBDR.

Good: 75-93

FBM Element #1:

- a) Field Service Engineers are reporting quality data within five (5) days of field events 90% of the time.
- b) Based on an integrated data collection system, the contractor has identified process and product improvements that will contribute to achieving the durability program objectives, and improvements. Those improvements selected by the contractor indicate that there is a high probability that the improvements will achieve the durability benefits assigned to them.

Durability Element #2:

- a) The TIGER field data is consistent with a Mean Time Between Depot Return (MTBDR) of 1250 hours.
- b) Successful completion of 350 of 361 hour test without durability failures.
- c) As a result of conducting the Government Vehicle Durability Tests, the contractor will demonstrate the 1400 hour average value or minimum of 1225 hours MTBDR with supporting analysis that future fixes will result in 1400 hours MTBDR.

Satisfactory: 60-74

FBM Element #1:

- a) Field Service Engineers are reporting quality data within five (5) days of field events 80% of the time.
- b) Based on an integrated data collection system, the contractor has identified process and product improvements that will contribute to achieving the durability program objectives, and improvements. Those improvements selected by the contractor indicate that there is a moderate probability that the improvements will achieve the durability benefits assigned to them.

Durability Element #2:

- a) The TIGER field data is consistent with a Mean Time Between Depot Return (MTBDR) of 1225 hours.
- b) Successful completion of 340 of 361 hour test without durability failures.
- c) As a result of conducting the Government Vehicle Durability Tests, the contractor will demonstrate the 1400 hour average value or minimum of 1200 hours MTBDR with supporting analysis that future fixes will result in 1400 hours MTBDR.

Marginal: 45-59

FBM Element #1:

- a) Field Service Engineers are reporting quality data within five (5) days of field events 70% of the time.
- b) Based on an integrated data collection system, the contractor has identified process and product improvements that will contribute to achieving the durability program objectives, and improvements. Those improvements selected by the contractor indicate that there is a low probability that the improvements will achieve the durability benefits assigned to them.

Durability Element #2:

- a) The TIGER field data is consistent with a Mean Time Between Depot Return (MTBDR) of 1175 hours.
- b) Successful completion of 330 of 361 hour test without durability failures.
- c) As a result of conducting the Government Vehicle Durability Tests, the contractor will demonstrate the 1400 hour average value or minimum of 1150 hours MTBDR with supporting analysis that future fixes will result in 1400 hours MTBDR.

Poor: 44 constant

FBM Element #1:

- a) Field Service Engineers are reporting quality data within five (5) days of field events less than 60% of the time.
- b) Based on an integrated data collection system, the contractor has identified process and product

Name of Offeror or Contractor:

improvements that will contribute to achieving the durability program objectives, and improvements. Those improvements selected by the contractor indicate that there is a low probability that the improvements will achieve the durability benefits assigned to them.

Durability Element #2:

- a) The TIGER field data is consistent with a Mean Time Between Depot Return (MTBDR) of 1150 hours.
- b) Successful completion of 320 of 361 hour test without durability failures.
- c) As a result of conducting the Government Vehicle Durability Tests, the contractor will demonstrate the 1400 hour average value or minimum of 1100 hours MTBDR with supporting analysis that future fixes will result in 1400 hours MTBDR.

Metric #2 - TIGER Engine Availability

The Government will evaluate the contractors performance in meeting TIGER engine availability requirements by assessing the following:

Element	Description	
<u>Weight</u>		
#1	A degree to which the material management process delivers engine hardware to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control). The assessment metric shall be the average of the monthly availability values over the evaluation period.	65%
#2	The results of the acceptance test first pass yield at ANAD (excluding GFM failures)	35%

Very Good: 100

Engine Availability Element #1:

A material management process exists that delivers 100% of the parts for 95% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 75%.

Good: 75-93

<u>On-Time Delivery</u>	<u>Unweighted Score</u>
94%	93
93%	89
92%	85
91%	81
90%	75

Engine Availability Element #1:

A material management process exists that delivers 100% of the parts for 90% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 70%.

Satisfactory: 60-74

<u>On-Time Delivery</u>	<u>Unweighted Score</u>
89%	74
88%	70
87%	66
86%	63
85%	60

Engine Availability Element #1:

A material management process exists that delivers 100% of the parts for 85% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p>Page 71 of 122</p>
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Name of Offeror or Contractor:

Engine Availability Element #2:
The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 65%.

Marginal: 45-59

	<u>On-Time Delivery</u>	<u>Unweighted Score</u>
	84%	59
	83%	55
	82%	51
	81%	48
	80%	45

Engine Availability Element #1:
A material management process exists that delivers 100% of the parts for 80% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:
The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 60%.

Poor: 44 constant

Engine Availability Element #1:
A material management process exists that delivers less than 85% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:
The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of less than 60%.

Metric #3 - Engine Cost (Upgrade/Overhaul)
The goal of the TIGER program is to achieve the best overall value with consideration to the impact of material, repair and assembly labor. The Government will evaluate the contractors performance in decreasing/maintaining the cost of the TIGER BOM while not degrading the engine durability requirement.

<u>Element</u>	<u>Description</u>	
<u>Weight</u>		
#1	The degree to which the Contractor can achieve an initial, total TIGER 1400 hour upgrade material cost of \$357,000.00 (2005 CY\$), based on a quantity of 1000 engines upgrades per year.	65%
#2	The degree to which the Contractor can achieve a fact based maintenance process that will sustain the 1400 hour MTBDR at an average total post-reset overhaul cost of \$ 229,000.00 (2005 CY\$) based on overhauling 1000 engines per year returning after the initial TIGER 1400 hour upgrade.	35%

Very Good: 94-100

Engine Cost Element #1
The contractor will develop an initial upgrade material cost that is less than \$347,000 (2005CY\$), per engine, based on 1000 engine upgrades per year.

Engine Cost Element #2:
The contractor has developed a sustaining overhaul process that is predicted to achieve an average post-reset overhaul material cost that is less than \$219,000 (2005 CY\$) per engine, based on 1000 engine overhauls per year..

Good: 75-93

Engine Cost Element #1:
The contractor will develop an initial upgrade material cost that is less than \$352,000 (2005CY\$) per engine, based on 1000 engine upgrades per year.

Engine Cost Element #2:
The contractor has developed a sustaining overhaul process that is predicted to achieve an average post-reset overhaul material cost that is less than \$224,000 (2005 CY\$) per engine, based on 1000 engine overhauls per year.

Name of Offeror or Contractor:

Satisfactory: 60-74

Engine Cost Element #1:
 The contractor will develop an initial upgrade material cost that is less than \$357,000 (2005CY\$) per engine, based on 1000 engine upgrades per year.

Engine Cost Element #2:
 The contractor has developed a sustaining overhaul process that is predicted to achieve an average post-reset overhaul material cost that is less than \$229,000 (2005 CY\$) per engine, based on 1000 engine overhauls per year.

Marginal: 45-59

Engine Cost Element #1:
 The contractor will develop an initial upgrade material cost that is less than \$362,000 (2005CY\$), per engine, based on 1000 engine upgrades per year.

Engine Cost Element #2:
 The contractor has developed a sustaining overhaul process that is predicted to achieve an average post-reset overhaul material cost that is less than \$234,000 (2005 CY\$) per engine, based on 1000 engine overhauls per year.

Poor: 44 as a constant

Engine Cost Element #1:
 The contractor will develop an initial upgrade material cost that is less than \$363,000 (2005CY\$), per engine, based on 1000 engine upgrades per year.

Engine Cost Element #2:
 The contractor has developed a sustaining overhaul process that is predicted to achieve an average post-reset overhaul material cost that is greater than \$235,000 (2005 CY\$) per engine, based on 1000 engine upgrades per year.

Metric #4: Small Business Participation.
 The Government will evaluate the extent to which the contractor utilizes small businesses in the performance of the contract. The evaluation will be based on the total subcontracting dollars awarded to small businesses as a percentage of the total available subcontracting dollars. (Weight 100%)

Very Good: 94 100
 The percentage of the small business participation is greater than 47% of the total subcontracted dollars.

Good: 75 - 93
 The percentage of the small business participation is between 45%-47% of the total subcontracted dollars.

Satisfactory: 60 - 74
 The percentage of the small business participation is between 40%-45% of the total subcontracted dollars.

Marginal: 45 - 59
 The percentage of the small business participation is between 35%-40% of the total subcontracted dollars.

Poor: 44 constant
 The percentage of the small business participation is less than 35% of the total subcontracted dollars.

G. AWARD FEE PROGRAM YEAR 3 (PY3):			
The Government will evaluate the contractors performance in following areas to determine the award fee.			
	Metrics		Weight
	1. Fact Based Maintenance (FBM)/Engine Durability	45%	
	2. Engine Availability		10%
	3. Sustainment Cost		40%
	4. Small Business Participation		5%

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p style="text-align: right;">Page 73 of 122</p>
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Name of Offeror or Contractor:

Metric #1 - TIGER Engine Durability/Fact Based Maintenance (FBM)
The Government will evaluate contractors performance towards achieving the durability requirement of 1400 hours MTBDR by the end of Program Year 3 by assessing the durability performance levels demonstrated in the field. Those engines determined by Failure Analysis (FA) and at no fault of the contractor will not be counted against the Durability value. A simple average Mean Time Between Depot Returns (MTBDR) (i.e., total TIGER fleet hours of engines at FSE supported sites divided by total depot returns) will be used to evaluate the overall durability performance. The engines returned to depot, that could have been repaired, using one or more of the allowed FSE maintenance tasks will not be counted against the durability value.

<u>Element</u>	<u>Description</u>	
<u>Weight</u>		
#1	<p>FBM: The Contractor has a process in place including electronic devices for engine production deliveries that will demonstrate the effectiveness of the data collection, usage and analysis:</p> <p>a.) Data collection system is operational gathering pertinent information to make FBM decisions on post-reset engine overhauls</p>	40%
#2	<p>Durability: The Contractor has identified design or process improvements and implemented corrective actions that will positively impact durability. The Contractors Root Cause Corrective Action (RCCA) process is successful in identifying the problem, prioritizing processes and product improvements in a manner that optimizes cost, schedule and technical performance risk. The following factors will be considered:</p> <p>a.) Field Data is consistent with MTBDR requirements</p> <p>b.) Success of 361 hour engine test</p> <p>c.) Success of Government Vehicle Durability Tests (ref. paragraph C.8.6.4)</p>	60%

Very Good: 94-100

FBM Element # 1:

a.) Based on a mature data collection system the contractor has demonstrated a reduction of XX mandatory components (other than seals, o rings, fasteners & similar hardware) either reused as-is (e.g. agb bearings, etc.) or overhauled and reused that were treated at the time of this contract award as mandatory replacement parts for every overhaul.

Durability Element #2:

a) The TIGER field data is consistent with a Mean Time Between Depot Return (MTBDR) of 1600 hours.

b) Successful completion of 361 hour test without durability failures.

c) As a result of conducting the Government Vehicle Durability Tests, the contractor will demonstrate at least 1400 hours MTBDR or meet a minimum of 1200 hours MTBDR with supporting analysis that future fixes will result in at least a 1500 hour MTBDR on vehicle test.

Good: 75-93

FBM Element # 1:

a.) Based on a mature data collection system the contractor has demonstrated a reduction of XX mandatory components (other than seals, o rings, fasteners & similar hardware) either reused as-is (e.g. agb bearings, etc.) or overhauled and reused that were treated at the time of this contract award as mandatory replacement parts for every overhaul.

Durability Element #2:

a) The TIGER field data is consistent with a Mean Time Between Depot Return (MTBDR) of 1500 hours.

b) Successful completion of 350 of 361 hour test without durability failures.

c) As a result of conducting the Government Vehicle Durability Tests, the contractor will demonstrate at least 1450 hours MTBDR or meet a minimum of 1200 hours MTBDR with supporting analysis that future fixes will result in at least a 1450 hour MTBDR on vehicle test.

Satisfactory: 60 74

FBM Element # 1

a.) Based on a mature data collection system the contractor has demonstrated a reduction of XX mandatory components (other than seals, o rings, fasteners & similar hardware) either reused as-is (e.g. agb bearings, etc.) or overhauled and reused that were treated at the time of this contract award as mandatory replacement parts for every overhaul.

Name of Offeror or Contractor:

Durability Element #2:

a) The TIGER field data is consistent with a Mean Time Between Depot Return (MTBDR) of 1600 hours.

b) Successful completion of 340 of 361 hour test without durability failures.

c) As a result of conducting the Government Vehicle Durability Tests, the contractor will demonstrate at least 1400 hours MTBDR or meet a minimum of 1200 hours MTBDR with supporting analysis that future fixes will result in at least a 1400 hour MTBDR on vehicle test.

Marginal: 45-59

FBM Element # 1

a.) Based on a mature data collection system the contractor has demonstrated a reduction of XX mandatory components (other than seals, o rings, fasteners & similar hardware) either reused as-is (e.g. agb bearings, etc.) or overhauled and reused that were treated at the time of this contract award as mandatory replacement parts for every overhaul.

Durability Element #2:

a) The TIGER field data is consistent with a Mean Time Between Depot Return (MTBDR) of 1300 hours.

b) Successful completion of 330 of 361 hour test without durability failures.

c) As a result of conducting the Government Vehicle Durability Tests, the contractor will demonstrate at least 1300 hours MTBDR or meet a minimum of 1200 hours MTBDR with supporting analysis that future fixes will result in at least a 1400 hour MTBDR.

Poor: 44 constant

FBM Element # 1

a.) Based on a mature data collection system the contractor has demonstrated a reduction of XX mandatory components (other than seals, o rings, fasteners & similar hardware) either reused as-is (e.g. agb bearings, etc.) or overhauled and reused that were treated at the time of this contract award as mandatory replacement parts for every overhaul.

Durability Element #2:

a) The TIGER field data is consistent with a Mean Time Between Depot Return (MTBDR) less than 1300 hours.

b) Successful completion of 320 of 361 hour test without durability failures.

c) As a result of conducting the Government Vehicle Durability Tests, the contractor demonstrates less than 1300 hours MTBDR and cannot provide supporting analysis that future fixes will result in at least a 1400 hour MTBDR.

Metric#2 - TIGER Engine Availability

The Government will assess the degree that the contractors material management system provides quality parts to the ANAD work stations on time against the planned ANAD engine delivery schedule and the first pass yield results for TIGER engine acceptance testing in accordance with the weights:

<u>Element</u>	<u>Description</u>	
<u>Weight</u>		
#1	A degree to which the material management process delivers engine hardware to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).	50%
#2	The results of the acceptance test first pass yield at ANAD (excluding GFM failures)	50%

Very Good: 100

Engine Availability Element #1:

A material management process exists that delivers 100% of the parts for 95% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 85%.

Good: 75-93

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 75 of 122
	PIIN/SIIN	MOD/AMD	

Name of Offeror or Contractor:

94%	93
93%	89
92%	85
91%	81
90%	75

Engine Availability Element #1:

A material management process exists that delivers 100% of the parts for 90% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 77%.

Satisfactory: 60 74

<u>On-Time Delivery</u>	<u>Unweighted Score</u>
89%	74
88%	70
87%	66
86%	63
85%	60

Engine Availability Element #1:

A material management process exists that delivers 100% of the parts for 85% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 70%.

Marginal: 45 - 59

<u>On-Time Delivery</u>	<u>Unweighted Score</u>
84%	59
83%	55
82%	51
81%	48
80%	45

Engine Availability Element #1:

A material management process exists that delivers 100% of the parts for 80% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of at least 65%.

Poor: 44 constant

Engine Availability Element #1:

A material management process exists that delivers less than 80% of the engines to the ANAD workstations on time (measured against when the mechanics need the specific parts, excluding factors under US Government control).

Engine Availability Element #2:

The Contractor implements Six Sigma and Lean principles to achieve acceptance test first pass yield at ANAD of less than 65%.

Metric #3 - Engine Sustainment Cost

The goal of the TIGER program is to achieve the best overall value with consideration to the impact of material, repair and assembly labor. The Government will evaluate the contractors performance in decreasing/maintaining the cost of the TIGER BOM while not degrading the engine durability requirement.

<u>Element Weight</u>	<u>Description</u>	
#1	The degree to which the Contractor can achieve an initial, total TIGER 1400 hour upgrade cost of \$ 357,000.00 (2005 CY\$) based on a quantity of 1000 Engines per year.	35%
#2	The degree to which the Contractor can achieve a fact based maintenance process that will sustain the 1400 hour MTBDR at an average total overhaul cost of \$ 229,000.00 (2005 CY\$), based on a quantity of 1000 Engines per year returning after the initial TIGER 1400 hour upgrade.	65%

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 76 of 122
Name of Offeror or Contractor:		

Very Good: 94 100

Engine Cost Element #1:

The contractor will develop an initial upgrade material cost that is less than \$347,000 (2005CY\$) and based on 1000 engine upgrades per year for engines during the follow-on contract.

Engine Cost Element #2:

The contractor has developed a sustaining overhaul process that is predicted to achieve an average post-reset overhaul material cost that is less than \$219,000 per engine (2005 CY\$ based on 1000 engine upgrades per year for engines).

Good: 75 93

Engine Cost Element #1:

The contractor will develop an initial upgrade material cost that is less than \$352,000 (2005CY\$) based on 1000 engine upgrades per year for the follow-on contract.

Engine Cost Element #2:

The contractor has developed a sustaining overhaul process that is predicted to achieve an average post-reset overhaul material cost that is less than \$224,000 per engine (2005 CY\$ and based on 1000 engine upgrades per year).

Satisfactory: 60 74

Engine Cost Element #1:

The contractor will develop an initial upgrade material cost that is less than \$357,000 (2005CY\$) based on 1000 engine upgrades per year for the follow-on contract.

Engine Cost Element #2:

The contractor has developed a sustaining overhaul process that is predicted to achieve an average post-reset overhaul material cost that is less than \$229,000 per engine (2005 CY\$ and based on 1000 engine upgrades per year).

Marginal: 45 - 59

Engine Cost Element #1:

The contractor will develop an initial upgrade material cost that is less than \$ 362,000 (2005CY\$) based on 1000 engine upgrades per year for the follow-on contract.

Engine Cost Element #2:

The contractor has developed a sustaining overhaul process that is predicted to achieve an average post-reset overhaul material cost that is less than \$234,000 per engine (2005 CY\$ and based on 1000 engine upgrades per year).

Poor: 44 constant

Engine Cost Element #1:

The contractor will develop an initial upgrade material cost that is less than \$363,000 (2005CY\$) based on 1000 engine upgrades per year for the follow-on contract.

Engine Cost Element #2:

The contractor has developed a sustaining overhaul process that is predicted to achieve an average post-reset overhaul material cost that is more than \$235,000 per engine (2005 CY\$ and based on 1000 engine upgrades per year).

Metric #4: Small Business Participation.

The Government will evaluate the extent to which the contractor utilizes small businesses in the performance of the contract. The evaluation will be based on the total subcontracting dollars awarded to small businesses as a percentage of the total available subcontracting dollars. (Weight 100%)

Very Good: 94 100

The percentage of the small business participation is greater than 47% of the total subcontracted dollars.

Good: 75 - 93

The percentage of the small business participation is between 45%-47% of the total subcontracted dollars.

Satisfactory: 60 - 74

The percentage of the small business participation is between 40%-45% of the total subcontracted dollars.

Marginal: 45 - 59

The percentage of the small business participation is between 35%-40% of the total subcontracted dollars.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 77 of 122
Name of Offeror or Contractor:		

Poor: 44 constant

The percentage of the small business participation is less than 35% of the total subcontracted dollars.

*** END OF NARRATIVE H 002 ***

	Regulatory Cite	Title	Date
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-4	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-5	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-6	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-7	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-8	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005
H-9	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
H-10	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2005
H-11	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-12	252.225-7021	TRADE AGREEMENTS	JUN/2005
H-13	252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (See DFARS 225.7401(b) for paragraph C fill-in.)	JUN/2005
H-14	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-15	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-16	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-17	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-18	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-19	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-20	252.246-7001	WARRANTY OF DATA	DEC/1991
H-21	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-22	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National	Commercial	Source of Supply	Actual		
<u>Items</u>	<u>Stock</u>	<u>Item</u>	<u>Company</u>	<u>Mfg?</u>		
(1)	<u>Number</u>	<u>(Y or N)</u>	<u>Address</u>	<u>Part No.</u>	(5)	(6)

- (1) List each item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source or supply is the actual manufacturer; N if it is not; and U if unknown.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 78 of 122
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Name of Offeror or Contractor:

H-23 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES JUN/2005

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Theater of operations means an area defined by the combatant commander for the conduct or support of specific operations.

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

- (i) Contingency operations;
 - (ii) Humanitarian or peacekeeping operations; or
 - (iii) Other military operations or exercises designated by the Combatant Commander.
- (2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (1) All required security and background checks are complete and acceptable.
- (2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p>Page 79 of 122</p>
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Name of Offeror or Contractor:

(3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.

(4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 80 of 122
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Name of Offeror or Contractor:

request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

- (2) The Contractor shall ensure that its personnel who are authorized to carry weapons--
 - (i) Are adequately trained;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
 - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.
 - (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
 - (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.
 - (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.
 - (2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.
- (o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
- (q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--
 - (1) Contingency operations;
 - (2) Humanitarian or peacekeeping operations; or
 - (3) Other military operations or exercises designated by the Combatant Commander.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 81 of 122
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Name of Offeror or Contractor:

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

H-25 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS
The Contractor shall furnish the Contracting Officer the following:

APR/1990

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-26 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING

SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 82 of 122
Name of Offeror or Contractor:		

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
 Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
 Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
 Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
 Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-27	52.216-4008 (TACOM)	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.			
(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.			
(End of clause)			

H-28	52.225-4005 (TACOM)	INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S.- REPUBLIC OF KOREA (ROK) STATUS OF FORCES AGREEMENT (SOFA)	APR/2005
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Invited Contractor and TR status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by USFK Reg 700-19.

a. Invited Contractor or TR status under the SOFA is subject to the written approval of ACoFS, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

b. The Contracting Officer will coordinate with HQ USFK, ACoFS, Acquisition Management (FKAQ), IAW FAR 25.8, and USFK Reg 700-19. The AcofS, Acquisition Management will determine the appropriate Contractor status under the SOFA and notify the Contracting Officer of that determination.

c. Subject to the above determination, the Contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistic support privileges are provided on an as-available basis to properly authorized individuals.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p align="center">Page 83 of 122</p>
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Name of Offeror or Contractor:

d. The Contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

e. The Contractors direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor Law and USFK Regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

f. The authorities of the ROK have the right to exercise jurisdiction over invited Contractors and Technical Representatives, including Contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

g. Invited Contractors and Technical Representatives agree to cooperate fully with the USFK sponsoring agency and RO on all matters pertaining to logistic support. In particular, Contractors will provide the assigned sponsoring agency prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

h. Except for Contractor air crews flying Air Mobility Command missions, all U.S. Contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

i. Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

- (1) Completion or termination of the contract.
 - (2) Determination that the Contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. Armed Forces.
 - (3) Determination that the Contractor or its employees are engaged in practices illegal in the ROK or are violating USFK regulations.
- j. It is agreed that the withdrawal of invited Contractor or Technical Representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the Contractor in the performance of the contract and will not justify or excuse the Contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA Status for reasons outlined in USFK Reg 700-10, paragraph 2-6a through 2-6c above shall not serve as a basis for the Contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. or USFK.

[End of Clause]

H-29	52.225-4006 (TACOM)	CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)	APR/2005
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The Government may direct the Contractor to perform in support of a war, contingency, or exercise, as provided by law or defined by the applicable Service Component Command. Additionally, the Contractor shall be responsible for performing all functions of this contract during any declaration by the U.S. or Korea, of a state of emergency, or during internal strife, rioting, civil disturbances, or perils of any other type until released by the Contracting Officer. Contractor personnel under this contract are considered emergency essential civilians (EEC) unless designated otherwise by the Contracting Officer.

For all EEC personnel, the Contractor shall identify those employees having a U.S. military mobilization recall commitment. The Contractor shall submit to the Contracting Officer adequate plans for replacing those employees IAW DOD Directives 1200.7 and 1352.1. The Contractor is responsible for identifying those Korean Citizen employees having a mobilization or military recall commitment. The Contractor shall submit to the Contracting Officer either Republic of Korea approved exemptions for the identified employees or adequate plans for continuing performance of the contract in the U.S. and/or ROK employees absence.

During time of war, contingency, exercise or crisis, Contractor personnel will remain attached to the headquarters, USFK for management purposes in theater. USFK/FKAQ is the responsible office for all Invited Contractors covered by the U.S. - R.O.K. Status of Forces Agreement. The Contractor shall ensure that all Contractor employees will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

The Contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Department of Army and

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 84 of 122
---------------------------	--	-----------------------

Name of Offeror or Contractor:

Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The Contracting Officer will resolve disputes.

The Contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

The Contracting Officer may direct the Contractor, at the Contractors expense, to remove or replace any Contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative. The Contractor will replace employees within 72 hours, or as directed by the Contracting Officer, at Contractor expense, if the employee is to be removed or departs an area of operations without permission.

Before deployment, the Contractor shall ensure that each Contractor employee completes a DD Form 93 (Record of Emergency Data Card), and returns the completed form to the Contracting Officers Representative or designated government official.

The Contractor shall report its employees entering and leaving the area of operations IAW theater policies (U.S. Invited Contractors see USFK Reg 700-19) or as directed by the Contracting Officer or his/her designated representative. Additionally, the Contractor shall report its employees in the area of operations by name and by location as required by theater policies.

The Contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions. The Contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

This clause does not define the obligations for the Government to provide logistic support to the Contractor personnel. Government logistic support to Contractor personnel is not contained within the scope of this contract unless otherwise noted. Government obligations to Contractors during such circumstances are defined in DODI 3020.37 (Continuation of Essential DOD Contractor Services during Crisis); U.S. Forces Korea Regulations, SOFA provisions, Agency Supplements and Regulations.

The Contracting Officer will discern any additional GFE, GFP or supplies necessary to facilitate the performance of the enhanced requirement or necessary for the protection of Contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer.

H-30	52.225-4040	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS	JUN/2005
	(TACOM)		

(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

- (1) Upon initial entry into the Theatre of Operations;
- (2) Upon initiation of contract performance;
- (3) Upon relocation of contract performance within the Theatre of Operations; and
- (4) Upon exiting the Theatre of Operations.

[End of Clause]

H-31	52.245-4000	ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS	MAY/2001
	(TACOM)		

The contractor shall, upon receipt of any items specified for overhaul, maintenance or repair, send the following information by email to:

Commercial Repair Program (CRP)@tacom.army.mil

This information will account for Government assets during transit and while in the possession of the contractor until they are returned

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 85 of 122
---------------------------	--	-----------------------

Name of Offeror or Contractor:

and received by the Government or its representative.

(1) Upon receipt of Government assets, notification must be provided within 5 business days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program.

(2) A weekly report must be submitted showing how many assets were repaired, how many were scrapped and how many were shipped back to the Government under the overhaul/maintenance/repair program.

(3) All shipping documentation accompanying repaired assets returned to the Government must have the following statement annotated in the remarks portion of the shipping document: "RETURN FROM REPAIR, MARK FOR: (the document number under which the assets were received at the contractor location)." NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

[End of Clause]

H-32	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	MAR/2005
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil If Wide Area Workflow (WAWF) is used, the .pdf format version of the Material Inspection and Receiving Report from WAWF will be submitted.

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 86 of 122
	PIIN/SIIN W56HZV-05-R-0954	MOD/AMD	

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-23	52.216-8	FIXED FEE	MAR/1997
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-25	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (Alternate II dated October 2001)	JUL/2005
I-26	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-27	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-28	52.222-3	CONVICT LABOR	JUN/2003
I-29	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	JUL/2005
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-34	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-36	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-37	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-38	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-39	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-40	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-41	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAR/2005
I-42	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-43	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-45	52.227-3	PATENT INDEMNITY	APR/1984
I-46	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-47	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-48	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-49	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-50	52.232-1	PAYMENTS	APR/1984
I-51	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-52	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-53	52.232-11	EXTRAS	APR/1984
I-54	52.232-17	INTEREST	JUN/1996
I-55	52.232-20	LIMITATION OF COST	APR/1984
I-56	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 87 of 122
	PIIN/SIIN W56HZV-05-R-0954	MOD/AMD	

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-57	52.232-25	PROMPT PAYMENT	OCT/2003
I-58	52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS	MAR/2000
I-59	52.232-32	PERFORMANCE-BASED PAYMENTS (per para (c)(2), requests will be paid on the "30th" day)	FEB/2002
I-60	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-61	52.233-1	DISPUTES (ALTERNATE I, dated Dec 1991)	JUL/2002
I-62	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-63	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-64	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-65	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-66	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-67	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-68	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-69	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-70	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-71	52.242-13	BANKRUPTCY	JUL/1995
I-72	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-73	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II, dated April 1984)	AUG/1987
I-74	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-75	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-76	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-77	52.245-1	PROPERTY RECORDS	APR/1984
I-78	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Alternate I dated April 1984)	MAY/2004
I-79	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-80	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-81	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-82	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-83	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-84	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-85	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-86	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	APR/1984
I-87	52.248-1	VALUE ENGINEERING	FEB/2000
I-88	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-89	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-90	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-91	52.249-14	EXCUSABLE DELAYS	APR/1984
I-92	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-93	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-94	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-95	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-96	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-97	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-98	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-99	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-100	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-101	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-102	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)	JUN/2005
I-103	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2005
I-104	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	APR/2003
I-105	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-106	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-107	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-108	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-109	252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS	NOV/1995

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 88 of 122
	PIIN/SIIN W56HZV-05-R-0954	MOD/AMD	
Name of Offeror or Contractor:			

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-110	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-111	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-112	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-113	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-114	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-115	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-116	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-117	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-118	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-119	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-120	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-121	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-122	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-123	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-124	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-125	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p style="text-align: center;">Page 89 of 122</p>
--	--	--

Name of Offeror or Contractor:

market.

- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with *.xls, *.wbl, or *.wk3 the preferred formats.

[End of Clause]

I-126 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to expiration of the current contract period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises these options, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four and one half (4 1/2) years.

(End of Clause)

I-127 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer. Specifically authorized representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) the date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p style="text-align: center;">Page 90 of 122</p>
--	--	--

Name of Offeror or Contractor:

clause, including--

- (i) What contract line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders, and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 91 of 122
---------------------------	--	-----------------------

Name of Offeror or Contractor:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 92 of 122
Name of Offeror or Contractor:		

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

I-129 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR DEC/2004
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 93 of 122
---------------------------	--	-----------------------

Name of Offeror or Contractor:

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
- (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c).

Name of Offeror or Contractor:

For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of clause]

- I-13052.223-3HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATAJAN/1997
- (a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.
- | Material
(If none, insert None) | Identification No. |
|------------------------------------|--------------------|
| | |
| | |
| | |
- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows;
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 95 of 122
Name of Offeror or Contractor:		

[End of Clause]

I-131 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-132 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III DEC/1994

(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093). Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

[End of Clause]

I-133 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS DEC/2004

(a) Definitions. As used in this clause--

- (1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

- (1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 96 of 122
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Name of Offeror or Contractor:

offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-134 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-135 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS JUN/2005

Hand or measuring tools delivered under this contract shall be produced in the United States or its outlying areas.

[End of Clause]

I-136 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
 - (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p style="text-align: center;">Page 97 of 122</p>
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Name of Offeror or Contractor:

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p style="text-align: center;">Page 98 of 122</p>
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Name of Offeror or Contractor:

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-137 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/ebidnotice.htm>

- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	PROGRAM EVALUATION PLAN			MAIL
Attachment 002	ENGINE PRODUCTION SCHEDULE			MAIL
Attachment 003	GFM TRANSITION PLAN			MAIL
Attachment 004	PACKAGING REQUIREMENTS SPEC			MAIL
Attachment 005	CONTRACT DATA REQUIREMENTS LIST (CDRL)			MAIL
Attachment 006	DEMAND MODEL - PARTS REQUIREMENTS			MAIL

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN/2005

(a)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (b) applies.

[] (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999

The offeror represents that--

(a) It [] has
[] has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

(b) It [] has
[] has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page102 of 122
	PIIN/SIIN W56HZV-05-R-0954	MOD/AMD	
Name of Offeror or Contractor:			

K-5

52.230-1

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.
 (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption. The offeror hereby certifies that

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page103 of 122
--------------------	---	----------------

Name of Offeror or Contractor:

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- ☐ yes
- ☐ no

[End of Provision]

K-6 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data

Name of Offeror or Contractor:

clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Provision]

K-7 252.225-7020 TRADE AGREEMENTS CERTIFICATE

JAN/2005

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest exception has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)

(Country of Origin)

(End of provision)

K-8	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
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AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

[] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 105 of 122
---------------------------	--	-------------------------------

Name of Offeror or Contractor:

represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-9 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

K-10 52.211-4034 IDENTIFICATION OF OFFERED PART NUMBER NOV/1982
(TACOM)

(a) Offers in response to this solicitation are to be made on the contract item as defined in the Schedule (Section B) and in the accompanying Technical Data Package (TDP). Any offer made on an item that does not exactly conform to the descriptions and specifications in the TDP will not be considered for contract award. However, if the offeror manufactures or regularly sells the contract item under a part number designation other than the one set forth in Section B herein, that part number and revision or specification information shall be set forth in the spaces provided below.

Contract Line <u>Item Number (CLIN)</u>	Manufacturer's <u>Part number</u>	<u>Drawing/Specification</u>	Date and <u>Revision No.</u>
_____	_____	_____	_____
_____	_____	_____	_____

(b) By inserting the information requested above, offeror certifies that the offered part number conforms in all respects to the specifications, drawings, and requirements herein cited or incorporated by reference.

(c) If no part number information is inserted above by offeror, it is understood and agreed that offeror will supply only the part number called out in the Schedule, and that such part has no other code or designation for purpose of offeror's commercial sales.

[End of Provision]

K-11 52.211-4038 REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM APR/1997
(TACOM)

Manufacturers whose part number is not listed in the Schedule or in the Technical Data Package, but who have successfully manufactured and supplied the required item to a firm whose part number is set forth in the Schedule or Technical Data Package, must complete the following certificate if they wish to submit a responsive offer on the basis of their nonlisted part numbers.

REPRESENTATION

(1) On (date)_____ we manufactured and supplied to (approved manufacturer)_____ items to which we have assigned our part number _____.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page106 of 122
--------------------	---	----------------

Name of Offeror or Contractor:

(Approved manufacturer) _____ then redesignated our item with their part number _____ without reworking or modifying our item in any way, and without rejecting more than _____% of the _____ total items we supplied them for failure to conform to specification.

(2) Our redesignated item is in continued satisfactory use, and the approved manufacturer has furnished us no unresolved report of deficiencies in our item as previously supplied to them, or as currently being produced for them.

(3) We will supply items to the Government under our part number _____ that are identical to items supplied by (approved manufacturer) _____ under their part number _____.

[End of Provision]

K-12 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we

Name of Offeror or Contractor:

cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- [] have
- [] have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- [] have
- [] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there [] is
[] is not

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954MOD/AMD	Page108 of 122
Name of Offeror or Contractor:		

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

- [] will
- [] will not
- [] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING IS AND WILL ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$_____ \$_____

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

[End of Provision]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page109 of 122
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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Regulatory Cite	Title	Date
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JAN/2004
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN/2004
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-7	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-8	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-9	252.242-7006	COST/SCHEDULE STATUS REPORT PLANS	MAR/2005
L-10	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)	OCT/1997

- (a) Exceptions from cost or pricing data.
- (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --
- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
- (c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet compatible with MS DOS/Windows versions of Excel 5.0 or earlier

(End of Provision)

L-11	52.216-1	TYPE OF CONTRACT	APR/1984
The Government contemplates award of a contract with firm fixed price and cost plus fixed fee CLINs resulting from this solicitation.			
(End of provision)			

L-12	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page110 of 122
Name of Offeror or Contractor:		

Any contract awarded as a result of this solicitation will be a

[X] DX rated order;
[] DO rated order

certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

[End of Provision]

L-13 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command
ATTN: AMSTA-AQ, Associate Deputy for Contracting
(Protest Coordinator)
Warren, MI 48397-5000

or

HQ, Army Materiel Command

Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Road, Rm 2-1SE3401
Ft. Blvoir, VA 22060
Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-14 52.237-1 SITE VISIT APR/1984

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

L-15 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME OCT/1997

(a) Definitions. As used in this provision--

(1) Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences, such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(2) Uncompensated overtime rate is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. (\$20 X 40) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page111 of 122
Name of Offeror or Contractor:		

(d) Proposals that include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.
(End of provision)

L-16 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.
(End of clause)

L-17 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/2000
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

(1) The contracting officer designated in the solicitation for resolution of protests, or,

(2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p style="text-align: center;">Page 112 of 122</p>
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Name of Offeror or Contractor:

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

L-18 52.211-4048 NOTICE REGARDING REQUIRED MANUFACTURER'S PART NUMBER FEB/1998
(TACOM)

[E

(a) Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER in this solicitation. As stated there, this acquisition is restricted to the manufacturer's part number or numbers identified in the Schedule (Section B), or in the Technical Data Package. Thus, with the exceptions described in paragraph b. below, and in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM, offers that propose to furnish any alternative to the required manufacturer's part number(s) will not be considered for contract award. It is understood that, by submitting an offer under this solicitation, offeror agrees to supply one of the required part numbers unless he meets the conditions set forth either in paragraph (b) below or in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM.

(b)

(1) If a firm manufacturers an item which it believes to be totally equivalent to the required item(s), it may submit an offer based on the equivalent item if the following conditions are met:

(i) Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its nonlisted item.

(ii) The firm must indicate in its offer the date of the written TACOM approval of its test procedure, and the name and title of the approving official.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page113 of 122
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Name of Offeror or Contractor:

(iii) The firm indicates in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of independent testing; and

(iv) The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Government expressly reserves to the Procuring Contracting Officer the right to waive the conditions set forth in paragraph (b)1 above in making an award when it is clearly established, in his sole discretion, that written approval from TACOM engineering of a nonlisted part number can be obtained without delay in the anticipated date of award.

When the foregoing conditions are met, the Government reserves the right to make an award for a nonlisted item. In no other instance will award be made to any firm that does not agree to furnish one of the required part numbers listed in this solicitation.

(c) Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required part numbers, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required part, should see the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, located elsewhere in this Section L.

[End of Provision]

L-19	52.211-4049	PART NUMBERS NOT CURRENTLY APPROVED	NOV/1982
	(TACOM)		

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

L-20	52.211-4050	NOTICE REGARDING SOURCE-CONTROLLED CONTRACT ITEMS	FEB/1998
	(TACOM)		

(a) The drawings in the Technical Data Package for this requirement contain reference notes indicating one or more sources of supply that have previously furnished the items depicted on the drawings. Such notes also specify some sort of approval requirement, typically phrased in one of the following ways:

- (1) or equal
- (2) or approved substantial equal
- (3) Ordnance Corps approval required
- (4) Ordnance Corps engineering approval required

(b) With the exceptions described in paragraph (c) below, and in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM), the listing of sources of supply on drawings with such approval requirements means that only those listed sources may furnish the items depicted on such drawings. Thus, any offeror responding to this solicitation and not meeting the exception criteria set forth herein will be deemed to have agreed to furnish the contract item from a listed source.

(c)

(1) When the following conditions are met, the Government reserves the right to consider and accept an offer conditioned on a manufacturer's part number not cited in the Technical Data Package. In order to be eligible for such consideration, any firm offering a nonlisted part number must:

- have received, prior to receipt of this solicitation, written TACOM approval of a test plan on its item, designed to demonstrate that the nonlisted part is physically, functionally, and mechanically interchangeable with the listed part number(s) cited herein;
- indicate in its offer the date of the formal TACOM approval of the test plan, and the name and title of the

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p style="text-align: right;">Page 114 of 122</p>
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Name of Offeror or Contractor:

approving official;

-- be in the process of having its nonlisted part number tested by an independent testing facility under the terms of the approved plan, or be awaiting final TACOM engineering approval of the summary report furnished at the conclusion of testing; and

-- have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Procuring Contracting Officer has the right to waive the above conditions in making an award when it is clearly established, in his sole discretion, that written approval from TACOM engineering can be obtained without delay in the anticipated date of award.

(d) Any firm that cannot comply with conditions in paragraph (c) above upon submission of its offer under this solicitation, but that believes one of its part numbers to be equivalent to the approved part number(s) cited in this solicitation, is invited to begin the qualification procedure to gain approval of such nonlisted part number for purposes of future acquisition action. Please see the provision entitled PART NUMBERS NOT CURRENTLY APPROVED, which is located elsewhere in this Section L.

[End of Provision]

L-21	52.211-4051	NOTICE REGARDING SOURCE-CONTROLLED COMPONENTS	FEB/1998
	(TACOM)		

(a) Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS in this solicitation. At least one component of the item to be purchased under this acquisition is restricted to specified manufacturer's part numbers as set forth in the Technical Data Package. It is the responsibility of each offeror to ensure the availability of sufficient quantities of such source-controlled components before making an offer in response to this solicitation. Except as described in paragraph (b) below, offers that propose to substitute alternatives to the source-controlled components, even if the substitute items are represented as equivalent in all respects to the source-controlled components, will not be considered for contract award.

(b)

(1) By meeting the following conditions, a firm may submit an offer conditioned on acceptance by the Government of alternatives to the source-controlled component(s) listed in the Technical Data Package:

- Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its proposed equivalent component.
- The firm must indicate in its offer the date of the written TACOM approval, and the name and title of the approving official.
- The firm must certify in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already-approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of testing; and
- The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Procuring Contracting Officer has the right to waive the above conditions in making an award when it is clearly established, in his sole discretion, that written approval of a nonlisted part from TACOM engineering can be obtained without delay in the anticipated date of award.

When either of the foregoing conditions are met, the Government reserves the right to make an award where use of the equivalent item is authorized in lieu of the source-controlled item. Where the foregoing conditions are not met, offeror will not be eligible for award unless he agrees to furnish the source-controlled item(s) from the indicated source(s).

(c) Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required components, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required component, should see the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, located elsewhere in this Section L.

[End of Provision]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page115 of 122
Name of Offeror or Contractor:		

L-22 52.211-4054 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES MAR/1989
(TACOM)

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

[End of Provision]

L-23 52.215-4004 COST OR PRICING DATA SEP/2005

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$550,000 and (ii) each prospective noncompetitive or noncommercial-item subcontract that:

(1) Has an estimated value of \$10 million or more, or

(2) Has an estimated value of more than \$550,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408(m).

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are also responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-24 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-25 52.215-4502 PARTNERING APR/1999

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p align="right">Page116 of 122</p>
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Name of Offeror or Contractor:

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and it's major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

L-26	52.215-4850	ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION	SEP/2004
	(TACOM)		

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats--

(1) Files readable using these Office XP or Microsoft* 2002 Office Products (TACOM can currently read OFFICE 2002* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to a minimum of 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: Self-extracting files are not acceptable. Compressed files or zip files are no longer acceptable.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: You must submit your offer via 3 1/2 inch disk, or 700 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 3 1/2 INCH DISK, OR 700 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 1449 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p align="right">Page117 of 122</p>
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Name of Offeror or Contractor:

or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Use the file compression described in the NOTE in paragraph (a) above. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

(1) The SF 1449 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 1449 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 1449 cover sheet. E-mailed offers must also include a signed SF 1449 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 118 of 122
Name of Offeror or Contractor:		

(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

L-28 52.219-4004 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999
(TACOM)

(a) Concurrent with the offer in response to this solicitation, the The offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

(b) Each page of the subcontracting plan will be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal, and the Government reserves the right to discuss the subcontracting plan after the receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

[End of Provision]

L-29 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM MAY/2000
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 119 of 122
Name of Offeror or Contractor:		

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

L-30	52.245-4002	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL	MAR/1996
	(TACOM)	TOOLING	

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

L-31	52.246-4051	OFFEROR'S QUALITY ASSURANCE SYSTEM	FEB/1998
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<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN W56HZV-05-R-0954 MOD/AMD</p>	<p>Page120 of 122</p>
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Name of Offeror or Contractor:

(TACOM)

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Section E of this solicitation includes a clause that asks you to identify what quality-assurance system you will use if awarded a contract.

(1) If you indicate in Section E of this solicitation that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ 9001 or 9002, this is a sufficient description: you need not further describe your quality system in your response to the solicitation.

(2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying in Section E of this solicitation the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house. (Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you don't need to send us a copy of the standard: just identify in Section E of your offer which standard you intend to use).

(3) If you provide a description of your quality system, make sure that your description covers how your system:

- achieves defect prevention, and
- provides process control, and
- ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-R-0954 MOD/AMD	Page 121 of 122
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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
M-2	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003

M-3 52.217-5 EVALUATION OF OPTIONS JUL/1990

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

M-4	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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(a) We'll award a contract to the offeror that:

(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, and

(2) submits a bid or proposal that meets all the material requirements of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

(1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-5	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
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(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

M-6	52.246-4039 (TACOM)	PRICE EVALUATION FACTOR: SUBSTITUTION OR DELETION OF GOVERNMENT QUALITY TESTING	FEB/1998
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[End of Provi

(a) Per the Section E clause, Substituting Commercial Test Results for Required Contract Tests, you may request that we (i) delete

CONTINUATION SHEET	Reference No. of Document Being Continued		Page122 of 122
	PIIN/SIIN W56HZV-05-R-0954	MOD/AMD	

Name of Offeror or Contractor:

all or some of the Government or contractor conducted tests required by the contract resulting from this solicitation; or (ii) substitute commercial testing procedures for specific Government requirements.

(b) Please note that the price you enter in Section B of this solicitation must include all testing requirements which are included in the item's technical data package or specifications.

(c) Along with your request for deletion or substitution, you may submit an alternate price, which reflects the price you would charge for contract items if you manufacture them without the specific testing requirements.

(d) If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in Section B of the solicitation. No adjustments will be made to the price after contract award.

[End of Provision]